

Ref: Exim Bank/Infra/2024/2526

Date: February 16, 2024

**Request for Inputs / Feedback on the Model Procurement Document for the selection of DPR / PMC consultant**

1. Export-Import Bank of India (Exim Bank) extends Lines of Credit (LOCs) to select countries or their nominated agencies, multilaterals, on behalf of and with the support of the Government of India.
2. Exim Bank is the process of standardization of the Model Tender Documents which are proposed be used for all the procurement under LOC projects. The captioned tender document is attached for Inputs / Feedback from stakeholders, industry and members of the public.
3. Inputs / Feedback on the draft document should only be sent as per format at the Annexure by February 29, 2024, at the email address [locmis@eximbankindia.in](mailto:locmis@eximbankindia.in)
4. For any clarification, Mr. Sandeep Kumar may be contacted on Ph No. 011-24607746 during office hours (10 AM – 6 PM).

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**Annexure**

**INPUTS ON MODEL PROCUREMENT DOCUMENT FOR THE SELECTION OF DPR /  
PMC CONSULTANT**

<b>Name of the Organization</b>	
<b>Name and Designation of the Contact Person</b>	
<b>Phone &amp; Email for Clarifications</b>	

S. No .	Section No. and Clause No.	Existing Provision	Proposed clause	Justification and reasons for the suggested change, reference if any

# **MODEL PROCUREMENT DOCUMENT FOR THE SELECTION OF DPR / PMC CONSULTANT**

**For Lines of Credit Projects under the Indian Development and  
Economic Assistance Scheme (IDEAS)**

**Export-Import Bank of India**



**RFP Document**

**Tender Reference Number: RFP No./ xxxx**

**For Procurement of  
Consultancy Services**

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# Preface

This Request for Proposals (“RFP”) has been prepared to be used for the procurement of consultancy services that are financed by Export-Import Bank of India (Exim Bank) under Government of India (GOI) supported Lines of Credit (LOCs). This RFP is consistent with the Indian Development and Economic Assistance Scheme (IDEAS) Guidelines issued by GOI vide letter F.No.5/7/2019-IDEAS dated March 31, 2022, procurement rules for projects under GOI-supported LOCs i.e. Public Procurement Orders Nos. 1 & 2 dated July 23, 2020, Public Procurement Order No. 3 dated July 24, 2020 and Public Procurement Order No. 4 dated February 23, 2023 issued by the Public Procurement Division of the Department of Expenditure, Ministry of Finance, Government of India.

This RFP is to be used for Least-Cost Selection (“LCS”). Section II “Instructions to Consultants” and Section IV “General Conditions of Contract” are to be used without modifications.

The RFP assumes that prequalification has taken place before bidding.

To obtain further information on procurement under Exim Bank-assisted projects or for questions regarding the use of this RFP, contact:

The Chief General Manager / General Manager  
Infrastructure Group  
Export-Import Bank of India  
Office Block, Tower 1  
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E-mail: [eximloc@eximbankindia.in](mailto:eximloc@eximbankindia.in)  
Website: [www.eximbankindia.in](http://www.eximbankindia.in)

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## **Procuring Organisation**



## **Country**

## **RFP Document**

**Tender Reference Number: RFP No./ xxxx**

## **For Procurement of**

**Consultancy Services (DPR / PMC) for** (insert name of the project)

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## Table of Contents

<b>SECTION I: REQUEST FOR PROPOSAL LETTER (RFPL).....</b>	<b>1</b>
<b>1. Request for Proposal Letter (RFPL) .....</b>	<b>1</b>
<b>2. The RFP Document .....</b>	<b>1</b>
2.1. Consultants must read the complete 'RFP Document' .....	1
2.2. Availability of the RFP Document.....	2
2.3. Clarifications .....	2
<b>3. Eligibility and Qualification Criteria for Participation in this RFP .....</b>	<b>2</b>
<b>4. Applicable Procedures .....</b>	<b>2</b>
<b>5. Pre-Proposal Conference: .....</b>	<b>3</b>
<b>6. Submission of Proposals:.....</b>	<b>3</b>
<b>7. Proposal Opening .....</b>	<b>3</b>
<b>APPENDIX TO RFPL: TENDER INFORMATION SUMMARY (TIS) .....</b>	<b>4</b>
<b>SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC).....</b>	<b>8</b>
<b>1. The RFP Document .....</b>	<b>8</b>
1.1. Basic Tender Details.....	8
1.2. Interpretations, Definitions, Abbreviations and Document Conventions .....	8
1.3. Overview of Contents.....	8
1.4. Sections of the RFP Document .....	8
1.5. Forms (To be filled, digitally signed, and uploaded by Consultants).....	10
1.6. Other Formats .....	11
<b>2. Procuring Entity - Rights and Disclaimers .....</b>	<b>11</b>
2.1. The Procuring Entity.....	11
2.2. Right to Intellectual Property and confidentiality:.....	11
2.3. Right to Reject any or all Proposals.....	12
2.4. Disclaimers .....	12
<b>3. Consultants – Participation in this RFP process.....</b>	<b>13</b>
3.1. Eligibility to Participate.....	13
3.2. Conflict of Interest.....	14
<b>4. The Terms of Reference (TOR) and Form of Contract .....</b>	<b>15</b>

4.1.	Facilities to be provided by the Procuring Entity .....	15
4.2.	Forms of Contract and Selection Methods .....	15
4.3.	Inputs of Key Experts .....	15
<b>5.</b>	<b>Proposal Prices, Taxes and Duties .....</b>	<b>15</b>
5.1.	Prices .....	15
5.2.	Firm/ Variable Price .....	16
5.3.	Taxes .....	17
5.4.	Payments .....	17
<b>6.</b>	<b>Obtaining the RFP Document; Corrigenda and Clarifications .....</b>	<b>17</b>
6.1.	Obtaining the RFP Document .....	17
6.2.	Corrigenda/ Addenda to RFP Document .....	17
6.3.	Clarification of the RFP Document .....	18
<b>7.</b>	<b>Pre-Proposal Conference .....</b>	<b>18</b>
<b>8.</b>	<b>Preparation of Proposals .....</b>	<b>18</b>
8.1.	The Proposal .....	18
8.2.	Documents comprising the Proposal: .....	19
8.3.	Proposal Validity .....	20
8.4.	Bid Security - Related Documents .....	20
<b>9.</b>	<b>Signing and Submission/ Uploading Proposals .....</b>	<b>21</b>
9.1.	Relationship between Consultant and eProcurement Portal, if applicable .....	21
9.2.	Signing of Proposal .....	21
9.3.	Submission/ uploading of Proposals. ....	21
9.4.	Modification, Resubmission and Withdrawal of Proposals .....	22
<b>10.</b>	<b>Proposal Opening .....</b>	<b>23</b>
<b>11.</b>	<b>Evaluation of Proposals and Award of Contract .....</b>	<b>23</b>
11.1.	General norms .....	23
11.2.	Evaluation of Proposals .....	25
11.3.	Techno-commercial Evaluation .....	25
11.4.	Financial Proposals Evaluation and Ranking of Proposals .....	26
<b>12.</b>	<b>Contract Negotiation .....</b>	<b>28</b>
12.1.	Invitation to Negotiate .....	28
12.2.	Verification of Original Documents .....	28
12.3.	Availability of Key Experts: .....	28

12.4. Technical Negotiations .....	28
12.5. Financial Negotiations.....	29
12.6. Conclusion of Negotiations .....	29
<b>13. Award of Contract .....</b>	<b>29</b>
13.1. Letter of Award (Acceptance - LoA) and Signing of Contract .....	29
<b>14. Grievance Redressal/ Complaint Procedure .....</b>	<b>30</b>
<b>15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:.....</b>	<b>31</b>
<b>SECTION III: APPENDIX TO INSTRUCTIONS TO CONSULTANTS (AITC) .....</b>	<b>32</b>
<b>SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) .....</b>	<b>35</b>
<b>1. General .....</b>	<b>35</b>
1.1. Tenets of Interpretation .....	35
1.2. Definitions .....	35
1.3. Document Conventions .....	38
1.4. Abbreviations: .....	38
<b>2. The Contract.....</b>	<b>38</b>
2.1. Language of Contract .....	38
2.2. The Entire Agreement .....	39
2.3. Severability .....	39
2.4. Relationship between Parties .....	39
2.5. Contract Documents and their Precedence.....	39
2.6. Modifications/ Amendments, Waivers and Forbearances .....	40
<b>3. Governing Laws and Jurisdiction .....</b>	<b>41</b>
3.1. Governing Laws and Jurisdiction .....	41
3.2. Changes in Laws and Regulations .....	41
<b>4. Communications .....</b>	<b>41</b>
4.1. Communications .....	41
4.2. Persons signing the Communications .....	41
4.3. Address of the parties for sending communications by the other party.....	42
<b>5. Consultant's Obligations and restrictions on its Rights .....</b>	<b>42</b>
5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business .....	42
5.2. Obligation to Maintain Eligibility and Qualifications .....	43

5.3.	Restriction on Potential Conflict of Interests.....	43
5.4.	Consequences of breach by Constituents of a Consultant .....	44
5.5.	Assignment and Sub-contracting .....	44
5.6.	Obligation to Indemnify Procuring Entity .....	44
5.7.	Confidentiality, Secrecy and Property and IPR Rights .....	45
5.8.	Performance Bond/ Security .....	48
5.9.	Permits, Approvals and Licenses .....	49
5.10.	Insurances .....	49
5.11.	Accounting, Inspection and Auditing .....	49
5.12.	Legal Compliance .....	50
5.13.	Custody and Return of the Procuring Entity's Assets loaned to Consultant .....	50
5.14.	Additional obligations are stated in the Special Conditions of the Contract. ....	50
<b>6.</b>	<b>Procuring Entity's Obligations.....</b>	<b>50</b>
6.1.	Assistance by the Procuring Entity .....	50
6.2.	Facilities to be provided by the Procuring Entity .....	50
6.3.	Counterpart Personnel.....	51
6.4.	Payment Obligation .....	51
6.5.	Commitments of the Procuring Entity .....	51
<b>7.</b>	<b>Scope of Services and Performance Standards .....</b>	<b>52</b>
7.1.	Scope of Services.....	52
7.2.	Eligible Services.....	52
<b>8.</b>	<b>Deployment of Resources.....</b>	<b>52</b>
8.1.	Site and Assets thereon.....	52
8.2.	Key and Non-key Personnel .....	53
8.3.	Equipment and Tools of Trade .....	55
<b>9.</b>	<b>Delivery of Services and delays .....</b>	<b>55</b>
9.1.	Works plan.....	55
9.2.	Commencement of Services.....	56
9.3.	Contract Management .....	56
9.4.	Delivery of services, Time of Delivery and Extensions Thereof.....	57
9.5.	Damages and Deductions Thereof .....	59
9.6.	Force Majeure .....	59
<b>10.</b>	<b>Prices and Payments .....</b>	<b>60</b>

10.1. Prices.....	60
10.2. Taxes and Duties .....	60
10.3. Terms and Mode of Payment.....	61
10.4. Withholding and lien in respect of sums claimed:.....	61
10.5. Payments to Consultant .....	62
10.6. Suspension of Payments .....	64
10.7. Commissions and Fees .....	65
<b>11. SETTLEMENT OF DISPUTES.....</b>	<b>65</b>
11.1. Amicable Settlement .....	65
11.2. Dispute Resolution .....	65
<b>12. Defaults, Breaches, Termination, and closure of Contract.....</b>	<b>65</b>
12.1. Termination due to Breach, Default, and Insolvency .....	65
12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract.....	67
12.3. Closure of Contract .....	68
<b>13. Code of Integrity in Public Procurement; Misdemeanours and Penalties.....</b>	<b>69</b>
13.1. Code of Integrity.....	69
13.2. Obligations for Proactive Disclosures:.....	69
13.3. Misdemeanours .....	70
13.4. Penalties for Misdemeanours .....	70
<b>SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC) .....</b>	<b>72</b>
<b>SECTION VI: TERMS OF REFERENCE (TOR) .....</b>	<b>80</b>
Section VI-A: List of Key Experts and Required Qualifications: .....	98
<b>SECTION VII: BROAD EVALUATION/ SCORING CRITERIA .....</b>	<b>99</b>
<b>BIDDING FORMS .....</b>	<b>102</b>
<b>TECHNICAL PROPOSAL .....</b>	<b>103</b>
<b>FORM T-1: PROPOSAL FORM (COVERING LETTER) .....</b>	<b>104</b>
<b>FORM T-1A: CONSULTANT’S COMMERCIAL INFORMATION .....</b>	<b>109</b>
<b>FORM T-2: CONSULTANT’S ORGANISATION AND EXPERIENCE .....</b>	<b>118</b>
<b>FORM T-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY .....</b>	<b>120</b>

<b>FORM T-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE .....</b>	<b>121</b>
<b>FORM T-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES.....</b>	<b>123</b>
<b>FORM T-6: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS .....</b>	<b>125</b>
<b>Annex to Form T-6: Key Expert's Curriculum Vitae (CV).....</b>	<b>128</b>
<b>FORM T-7: TERMS AND CONDITIONS - COMPLIANCE .....</b>	<b>131</b>
<b>FORM T-8: CHECKLIST FOR CONSULTANTS .....</b>	<b>132</b>
<b>FORM T-9: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT .....</b>	<b>134</b>
<b>FINANCIAL PROPOSAL FORMATS .....</b>	<b>136</b>
<b>FORMATS.....</b>	<b>143</b>
<b>FORMAT 1: CONTRACT FORM .....</b>	<b>144</b>
<b>APPENDIX A: DESCRIPTION OF SERVICES.....</b>	<b>146</b>
<b>APPENDIX B: KEY EXPERTS.....</b>	<b>149</b>
<b>APPENDIX C – REMUNERATION COST ESTIMATES .....</b>	<b>150</b>
<b>APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES .....</b>	<b>151</b>
<b>APPENDIX E-1: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY .....</b>	<b>152</b>
<b>APPENDIX E-2: BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT .....</b>	<b>154</b>
<b>FORMAT 2: AUTHORIZATION TO ATTEND PRE-PROPOSAL CONFERENCE .....</b>	<b>156</b>

## Section I: Request for Proposal Letter (RFPL)

Restricted to Prequalified Consultants only

**RFP No. ....;**

*[insert: Location and Date]*

*[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member shall be used]*

Dear Mr./Ms.:

Name of Project:\_\_\_\_\_

### 1. Request for Proposal Letter (RFPL)

The Government of \_\_\_\_\_*[Insert name of Borrower]* has received a Line of Credit from the Export-Import Bank of India (Exim Bank) towards financing the cost of \_\_\_\_\_, \_\_\_\_\_, *[Insert name of project and country]* and intends to apply part of the proceeds toward payments under the contract for \_\_\_\_\_, \_\_\_\_\_, *[Insert name of project and country]*.

The \_\_\_\_\_ *[Insert name of Procuring Entity]*, (\_\_\_\_\_) *[Insert short name of Procuring Entity]*, invites proposals (hereinafter referred to as 'the Proposal(s)') exclusively from the prequalified eligible Consultants), for entering into a contract for the delivery of Consultancy Services (hereinafter referred to as 'the Services'), using the selection method as specified in TIS. This Request for Proposal (RFP) Document, reference number, RFP No./ xxxx (hereinafter referred to as 'the RFP Document'), gives further details.

Selection will be restricted to the prequalified consultants as per the applicable procedures for procurement of the Government of \_\_\_\_\_*[Insert name of Borrower]* ("Procurement Guidelines").

### 2. The RFP Document

#### 2.1. Consultants must read the complete 'RFP Document'.

This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'Tender Information Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of BOQ/ Contract and Selection Method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to TIS as well. However, Consultants must go through the complete RFP Document for details before submission of their Proposals.

## **2.2. Availability of the RFP Document**

The RFP Document shall be published on the e-Procurement Portal for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS / will be made available by the Project Authority of the Government of (*mention the name of the borrower*). Unless otherwise stipulated in TIS, the RFP Document is free of cost / is at the cost of ..... If the Procuring Entity happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals is to be addressed to (*Name & Designation*)..... phone number..... email..... (please refer to TIS for details).

## **2.3. Clarifications**

A Consultant may seek any clarification of the RFP Document through the eProcurement Portal / by addressing it to ..... before the date and time stipulated in TIS (or, if not mentioned, before 14 days of the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

## **3. Eligibility and Qualification Criteria for Participation in this RFP**

The prequalified Consultant must continue to meet the eligibility and qualification criteria prescribed in the preceding Prequalification document (based on which they were prequalified) as of the date of Proposal submission and should continue to meet these criteria till the award of the contract. To this extent, the relevant portions of the Prequalification Document and the Consultant's submissions thereto shall be deemed part of this RFP process.

## **4. Applicable Procedures**

4.1 Indian Development and Economic Assistance Scheme (IDEAS) Guidelines issued by GOI vide letter F.No.5/7/2019-IDEAS dated March 31, 2022 requires inter alia, goods and services for minimum 75% value of the contracts covered under the Line of Credit, must be sourced from India (Indian Content).

4.2 As detailed in the Prequalification process and in the ITB-clause 3.3, Government of India policies restrict the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India. Bidders have already submitted declarations regarding these restrictions during the Prequalification process. They should ensure that they continue to comply with such declarations.

4.3 All the prequalified bidders or members of the JV shall certify that they are not blacklisted or debarred by any multilateral development bank (MDB), such as World Bank, Asian Development Bank, or any authority of GOI or the Borrowing Government. The list of debarred firms and individuals by certain leading MDBs is available as specified in TIS.

4.4 Debarment policy of Exim Bank.

4.5 Procurement Guidelines of Export-Import Bank of India

4.6 Applicable laws of Host Country Instrumentalities/Borrower Government

Procuring Organisation

## 5. Pre-Proposal Conference:

The Consultants are requested to attend a Pre-Proposal conference to clarify the RFP's technical requirements and commercial conditions at the time, date, and place mentioned therein.

## 6. Submission of Proposals:

- 1) Proposals must be uploaded / or physically submitted by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in ITC.
- 2) **Integrity and Ethics:** All the stakeholders viz. Procuring authorities, Consultants, suppliers, contractors and consultants etc. shall observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts.

## 7. Proposal Opening

Proposals received shall be opened online / physical mode on or after the specified date and time in TIS. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

## 8. Disclaimers and Rights of the Procuring Entity

The issue of the RFP does not imply that the Procuring Entity is bound to select proposal(s), and it reserves the right without assigning any reason to

- 1) reject any or all of the proposals, or
- 2) cancel the tender process; or
- 3) abandon the procurement of the consultancy services; or
- 4) issue another RFP for identical or similar consultancy services

*Note: For further details, please refer to appended TIS and the complete RFP Document.*

Signed/Digitally Signed by

Tender Inviting Authority (TIA)

*[Insert Name, Designation, and contact details of Tender Inviting Authority]*

Appendix: Tender Information Summary (TIS)

## Appendix to RFPL: Tender Information Summary (TIS)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Prequalified Consultants from whom Proposals are exclusively Invited		
Preceding Prequalification Process		<i>Conducted by Export-Import Bank of India</i>
Sr No.	Consultants	Address
1.	<i>[Mention names and address]</i>	
.....		
n.		

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Procurement of Consultancy Services for DPR / PMC		
Tender Reference Number	RFP No./ xxxx	Tender ID	<i>[Fill]</i>
Tender Type	<i>[RFP - Limited Tender]</i>	Tender Category	<i>[Services]</i>
No. of Covers	<i>[Two Covers]</i>	Product Category	<i>[Consultancy]</i>
Selection Method	Least Cost Selection (LCS)	Appointing Authority for Arbitration	Head of the Procuring Organisation
<sup>1</sup> Form of Contract	Lumpsum		
The Procuring Entity:	<i>[Mention name of the Procuring Entity]</i>	Address	<i>[Fill]</i>
Tender Inviting Authority (TIA)	<i>[Fill]</i>	Address	<i>[Fill]</i>

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<sup>1</sup> Based on BOQ Template: Item-wise or Mixed or Item-rate Templates

<b>2.0 Critical Dates (ITC-clauses 6, 7, 8, 9, and 10)</b>			
<i>For the schedule of dates for the Pre-proposal Conference, if any, please refer to Section 7.0 below</i>			
Published Date	<i>[Fill up]</i>	Proposal Validity (Days from the date of Proposal Opening) – ITC-clause 8.3	<i>[fill up both periods (default 90 days) in days and the calculated date]</i>
Document Download Start Date & Time	<i>[Normally start of business on the day after publishing]</i>	Document Download End Date & Time	<i>[Normally up to a few hours/ one day before the time of Proposal Opening]</i>
Clarification Start Date & Time	<i>[Normally start of business on the day after publishing]</i>	Clarification End Date & Time	<i>[Normally not later than 7 days before the Proposal submission deadline to give time to the Procuring Entity for a response]</i>
Proposal Submission Start Date & Time	<i>[Normally start of business on the day after publishing]</i>	Proposal Submission Closing Date & Time	<i>[Normally up to a few hours/ one day before the time of Proposal Opening]</i>
Proposal Opening (techno-commercial Proposal) Date & Time		<i>[Please allow enough time for Consultants to prepare responsive Proposals, depending on the documents and details required to be submitted]</i>	
Technical Proposal Presentation / Customers Testimonials	<i>[To be intimated later]</i>	Proposal Opening (Financial Proposal) Date & Time	<i>[To be intimated later]</i>
<b>3.0 Terms of Reference (ITC-Clause 4)</b>			
Period of Contract	<i>[Indicate the period of resulting Contract]</i>		
Service Details:	<i>[Add more rows if more than one Service is in a schedule]</i>		
<b>4.0 Obtaining the RFP Document and clarifications (ITC-Clause 6)</b>			
eProcurement and Procuring Entity's Portal and helpdesk	<i>[Insert link to the e-portal]</i>	<i>[insert details]</i>	
	<i>[Fill in your organisation's portal URL and helpdesk if the RFP Document download/ submission facility is also provided there]</i>		

Cost of RFP Document (INR)	<i>[Nil]</i>
Office/ Contact Person/ email for clarifications	<i>[Fill]</i>
List of debarred firms	<p>A list of debarred firms and individuals by:</p> <p>The World Bank is available on the website:  <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a></p> <p>The Asian Development Bank is available on the website:  <a href="http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&amp;count=999">http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&amp;count=999</a></p> <p>The African Development Bank is available on the website:  <a href="http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/">http://www.afdb.org/en/projects-and-operations/procurement/debarment-and-sanctions-procedures/</a></p> <p>The European Bank for Reconstruction and Development is available on the website: <a href="http://www.ebrd.com/pages/about/integrity/list.shtml">http://www.ebrd.com/pages/about/integrity/list.shtml</a></p> <p>The Inter-American Development Bank is available on the website:  <a href="http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html">http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html</a></p>
<b>5.0 Pre-Proposal Conference (ITC-clause 7)</b>	
Is a Pre-Proposal Conference proposed to be held?	<i>[Yes ]</i>
Place, time, and date of the Pre-Proposal Conference	<i>[If only a video-conference is to be held, then mention this fact along with credentials of the meeting, e.g., Meeting Link, Meeting Number and Password]</i>
Place, time and date before which Written queries for the Pre-Proposal conference must be received	<i>[Fill if it is 'Yes' above and delete the row if it is 'No' above. ]</i>
Place, time, and date before which registration of participants for the	<i>[Fill if it is 'Yes' above and delete the row if it is 'No' above]</i>

Procuring Organisation

Pre-Proposal conference must be received			
<b>6.0 Preparation and Submission and Opening of Proposals (ITC-clause 8, 9 and 10)</b>			
Proposals to be addressed to	<i>[insert details]</i>		
Instructions for Online Proposal Submission	<i>[insert details]</i>		
Language of Submission	<i>[English]</i>	Bid Validity	<i>[90 days from Bid opening date]</i>
Proposal Opening Place	<i>[On e-procurement portal(s) mentioned above or through other mode (To be mentioned)]</i>		
<b>7.0 Documents relating to Bid Security (ITC-clause 8.4) and Performance Security (ITC-clause 13.1.2)</b>			
Bid Security (EMD) Amount in INR:	<i>[Fill]</i>		
Performance Security	<i>[Fill in the applicable percentage (5% to 10%) of Order value]</i>	Bid/ Performance Security to be addressed/ in favour of	<i>[Fill]</i>
Form of Bid/ Advance Payment / Performance Security	Bank Guarantee shall be an unconditional guarantee issued by a bank from the Procuring Entity's country or any other reputed commercial bank / financial institution from India or reputed international banks enforceable in the Procuring Entity's Country.		

## **Section II: Instructions to Consultants (ITC)**

### **1. The RFP Document**

#### **1.1. Basic Tender Details**

This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the Consultancy Services (hereinafter called 'the Services') described in Section VI: Terms of Reference (TOR). The 'Services' may include incidental Goods, Works, and other Services if so indicated. In this RFP Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited exclusively from the Consultants prequalified (hereinafter called 'the Consultants') in the preceding Prequalification process (please see TIS for reference).

#### **1.2. Interpretations, Definitions, Abbreviations and Document Conventions**

Section IV: General Conditions of Contract (GCC), details Tenets of Interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document Conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the RFP Document.

#### **1.3. Overview of Contents**

- 1) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1.4, 1.5 and 1.6 below. Any generic reference to RFP Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this RFP Document.
- 2) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC-clauses 1.5 and 1.6 below (as relevant).

#### **1.4. Sections of the RFP Document**

##### **1.4.1 Sections of the RFP Document**

Unless otherwise stipulated in AITC, the RFP Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Consultants (ITC)
- 3) Section III: Appendix to Instructions to Consultants (AITC)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Terms of Reference (TOR)
  - a) Section VI-A: List of Key Experts and Required Qualifications
- 7) Section VII: Evaluation/ Scoring Criteria

#### **1.4.2 Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)**

Section I – Request for Proposal Letter (RFPL) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Consultant to decide on participating in the RFP. Consultants must fill up ‘Form T-7: Terms and Conditions - Compliance’ regarding any proposed deviations from this Section.

#### **1.4.3 Section II: Instructions to Consultants (ITC) and Section III: Appendix to Instructions to Consultants (AITC)**

Section II: “Instructions to Consultants” (ITC), along with Section III: “Appendix to Instructions to Consultants (AITC)”, provides the relevant information as well as instructions to assist the Consultants in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. In case of a conflict, provisions of AITC shall prevail over those in the ITC. Any generic reference to ITC shall also imply a reference to AITC as well. Consultants must fill up ‘Form T-7: Terms and Conditions - Compliance’ regarding any proposed deviations from these Sections.

#### **1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)**

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITC/ AITC. Consultants must fill up ‘Form T-7: Terms and Conditions - Compliance’ regarding any proposed deviations from terms and conditions in these Sections.

#### **1.4.5 Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications**

Section VI: Terms of Reference (TOR) describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity’s inputs and counterpart personnel, statutory requirements of Services required etc. Section VI-A: ‘List of Key Experts and Required Qualifications’ describes the team composition, expertise, experience and professional qualifications required for each Key Experts. Any generic reference to TOR shall imply a reference to Section VI-A: ‘List of Key Experts and Required Qualifications’ as well. Consultants must fill up ‘Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity’ regarding these Sections. Regarding this Section, Consultants must fill out Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity.

#### **1.4.6 Section VII: Evaluation/ Scoring Criteria**

- 1) Section VII – Evaluation/ Scoring Criteria stipulates the scoring scheme for evaluating various Technical criteria. These may cover scoring of criteria relating to the Consultant's experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts, transfer of knowledge, etc. It may also lay down a minimum technical score to qualify for the next stage of Financial Evaluation. In a specific evaluation scheme, instead of a scheme of scoring, a scheme may be laid down to evaluate criteria on a pass/ fail basis.
- 2) Consultants must fill up the following Forms regarding this Section:
  - a) Form T-2: Consultant's Organisation and Experience
  - b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
  - c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
  - d) Form T-5: Work Schedule and Planning for Deliverables
  - e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
    - i) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

#### **1.5. Forms (To be filled, digitally signed, and uploaded by Consultants)**

Please refer to ITC-clause 1.4 above to relate the following forms to the corresponding Sections.

##### **1) Technical Proposal:**

- a) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno-commercial and Financial Proposals)
- b) Form T-1A: Consultant's Commercial Information
- c) Form CON-1/CON-2/CON-3 : Past Contract Non-Performance, Pending Litigation and Litigation History
- d) Form FIN-1 : Financial Status and Capacity
- e) Form FIN-2 : Annual Consultancy Turnover
- f) Form T-2: Consultant's Organisation and Experience
- g) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Procuring Entity
- h) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- i) Form T-5: Work Schedule and Planning for Deliverables
- j) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
- k) Annex to Form T-6: Key Expert's Curriculum Vitae (CV)
- l) Form T-7: Terms and Conditions - Compliance
- m) Form T-8: Checklist for Consultants. (The consultant must also upload the Checklist to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.)
- n) Form T-9: Bank Guarantee Format for Earnest Money Deposit
- o) Any other format/ Form if stipulated in AITC or considered relevant by the Consultant.

Procuring Organisation

## 2) Financial Proposal

The financial proposal is to be submitted in the prescribed formats as under:

- a) Form F-1: Financial Proposal Submission Form
- b) Form F-2: Summary of Costs
- c) Form F-3: Breakdown of Remuneration, including Attachment A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- d) Form F-4: Reimbursable expenses

### 1.6. Other Formats

- 1) Format 1: Contract Form (Required after Letter of Award)
  - a) Appendix A: Description of Services (i.e. (i) Terms of Reference, (ii) Approach and Methodology and (iii) Work Schedule and Planning for Deliverables)
  - b) Appendix B: Key Experts
  - c) Appendix C: Remuneration Cost Estimates
    - i) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant’s Contract
  - d) Appendix D: Reimbursable Expenses Cost Estimates
  - e) Appendix E-1: Bank Guarantee Format for Performance Security
  - f) Appendix E-2: Bank Guarantee Format for Advance Payment
- 2) Format 2: Authorisation to Attend Pre-Proposal Conference. (To be filled up, if required, by Consultant)

## 2. Procuring Entity - Rights and Disclaimers

### 2.1. The Procuring Entity

Proposals are to be addressed to the Procuring Entity. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this RFP Document. The contract may designate, as required, a counterpart Contract Manager (or Contract Management Team); and Paying authority who shall discharge the designated function during contract execution.

### 2.2. Right to Intellectual Property and confidentiality:

- 1) The RFP Document and associated correspondence must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity’s prior written consent.
- 2) However, Consultants may share these to prepare and submit their Proposals with their employees, Sub-consultant(s) or holding Company after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.
- 3) This condition shall also apply to Consultants who do not submit a Proposal after downloading it or are not awarded a contract.
- 4) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Consultant;

- b) is legally possessed by Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - c) otherwise lawfully becomes available to Consultant from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

### **2.3. Right to Reject any or all Proposals**

The Procuring Entity reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and another Prequalification process may be undertaken, if required / issue another RFP for the same or similar Services before the award of the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

### **2.4. Disclaimers**

#### **2.4.1 Regarding the Purpose of the RFP Document**

The RFP Document is neither an agreement nor an offer to the prospective Consultant(s) or any other party. The purpose of the RFP Document is to provide the Consultant(s) with information to assist them in participation in this Procurement Process.

#### **2.4.2 Regarding Documents/ guidelines**

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Consultants and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

#### **2.4.3 Regarding Information Provided**

Information contained in the RFP Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.

#### **2.4.4 Regarding RFP Document:**

- 1) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
  - 2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether
- Procuring Organisation

resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Consultant, on such account.

### **3. Consultants – Participation in this RFP process**

#### **3.1. Eligibility to Participate**

- 1) As the RFP following the earlier prequalification process, this invitation is open only to consultants who have been prequalified therein or are specifically invited to participate. It is not permissible for the prequalified consultants to transfer this RFP to any other firm. Proposals from consultants who have not been prequalified shall not be entertained.
- 2) **Continued Eligibility:**
  - a) The prequalified Consultant must continue to meet the eligibility criteria prescribed in the Prequalification document (based, inter-alia, on which they were prequalified), including restrictions on Consultants from specified countries as of the date of his Proposal submission and should continue to meet these till the award of the contract. Consultants shall be required to declare continued fulfilment of Eligibility Criteria in Form T-1 'Proposal Form (Covering Letter)'. Consultants must provide evidence of their continued eligibility to the Procuring Entity if requested.
  - b) Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees similarly continue to meet such eligibility criteria. Other Criteria are stated in AITC.
- 3) **Change in Structure or Associations:**
  - a) **Changes in Structure:** No change in the structure, formation, eligibility, or qualifications of a prequalified Consultant after being prequalified/ invited to bid before submitting Proposals shall be allowed.
  - b) **Association among prequalified Consultants:** Association among prequalified Consultants is not permitted unless it was done before submission for prequalification.
- 4) **Participation in only one Proposal:** The prequalified Consultant shall not participate in more than one Proposal in this RFP Process. Participation in any capacity by a Consultant (including the participation of a Consultant as a Sub-consultant or as a member of a JV/C or vice-versa) in more than one Proposal shall result in the disqualification of all Proposals in which he is a party. Unless otherwise stipulated in TIS, this does not preclude a Sub-consultant or a Consultant's staff (if they are not submitting a proposal in their own name) from participating as Sub-consultant/ Key Experts/ Non-Key Experts in more than one Proposal. A prequalified Consultant shall not be allowed to participate as a part of the joint venture or as a Sub-consultant.
- 5) **Sub-contracting:** The Consultant shall not subcontract the whole of the Services to sub-consultants. However, subject to the restrictions outlined in this RFP Document, a Consultant may propose sub-contracting a part of the contract for specialised items of services. The names and details of the sub-consultants must be clearly stated in the proposal submitted by the Consultant. Despite any approval of the Procuring Entity for such arrangements, the Consultant shall be solely

and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracted portion of services must not exceed the fraction of the contract value as specified in the RFP Document/ Contract (if not so specified, 25% (twenty-five per cent). Sub-contracting by the Consultant without the approval of the Procuring Entity shall be a breach of contract.

### **3.2. Conflict of Interest**

The Consultant must provide professional, objective and impartial advice, holding the Procuring Organisation's interests paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the Procuring Entity in Form T-1 'Proposal Form (Covering Letter)' any actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Organisation. Failure to disclose such situations shall be treated as a violation of the Code of Integrity (ITC-Clause 15) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as nonresponsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

#### **1) Conflicting Associations:**

- a) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
- b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or
- c) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this proposal; or
- d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or

**2) Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Procuring Entity to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.

**3) Conflicting Assignments:** would (including its Experts and Sub-consultants or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.

**4) Commissions and Gratuities:** The Consultant shall not make payment of any commissions or fees to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract.

Procuring Organisation

- 5) **Conflicting Relationships:** has close business/ family relationship with a staff of the Procuring Organisation who are/ would be directly/ indirectly involved in any of the following activities:
- a) preparation of the RFP document or TOR of the Procurement Process,
  - b) evaluation of Proposals or award of Contract, or
  - c) implementation/ supervision of the resulting Contract.

## **4. The Terms of Reference (TOR) and Form of Contract**

### **4.1. Facilities to be provided by the Procuring Entity**

All inputs, relevant project data, and reports required for preparing the Consultant's Proposal shall be included in the TOR. Unless otherwise stipulated in the TOR, utilities or facilities (e.g., Rooms, Furniture, Transport, Access to IT Services, etc.) shall NOT be provided by the Procuring Entity to the Consultant.

### **4.2. Forms of Contract and Selection Methods**

Evaluation of Proposals and the resulting Contract shall be based on the form of Contract and the Selection method applicable for the RFP, as elaborated in ITC-Clause 11 and 12 below.

#### **4.2.1 Lumpsum form of Contract**

If it is stipulated in TIS that this is a Lumpsum form of Contract, then in this type of Contract, the Payments shall be linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, or software programs.

#### **4.2.2 Selection Method**

- 1) Unless otherwise specified in TIS, the selection method applicable in this RFP shall be Least Cost Selection (LCS).
- 2) Please refer to ITC-Clause 11 and 12 for details.

### **4.3. Inputs of Key Experts**

**4.3.1** Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.

**4.3.2** Procuring Entity may indicate in the RFP Document the estimated Key Experts' time input (expressed in person-month) or the estimated total cost of the assignment, but not both. This estimate is indicative, and the Consultants should base their proposal on their own estimates considering the Lump Sum type of Contract unless otherwise specified in the RFP.

## **5. Proposal Prices, Taxes and Duties**

### **5.1. Prices**

#### **5.1.1 Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

[15]

- i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- b) The prices should not be knowingly disclosed by the Consultant, directly or indirectly, to any other Consultant or competitor before the Financial Proposal opening unless otherwise required by law.

#### **5.1.2 Price Components**

Consultant shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total Proposal prices.

#### **5.1.3 Price Schedule**

- 1) Consultants are to submit the financial proposal in the prescribed formats after entering the relevant fields without any alteration/ deletion/ modification. All the columns in the price schedule should be filled up as required. If any column does not apply to a Consultant, he should clarify the same.

The quoted price shall be considered to include all relevant financial implications, including, inter-alia, the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Consultant, site(s) of the delivery of Services, terms of delivery, extant rules and regulations and tender conditions relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of India . As per the Guidelines for Lines of Credit issued by the Government of India vide letter F.No.5/7/2019-IDEAS dated March 31, 2022, the goods and services provided under this LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature whatsoever levied in the Borrowing Country including corporate/ personal/ value added taxes, Import/Custom Duties, Special levies and social security contributions for temporary employees deputed by Indian entity in relation to the contract execution in the borrowing country, including tax exemptions if applicable for eligible services to be rendered locally. If the domestic laws/rules of the Borrowing Country prohibit exemption of any taxes to bilateral partner/multilateral institution extending development assistance to it, the same have to be paid by the Indian entity from its own resources and should be reimbursed by the Purchaser to the Indian entity. No tax is liable to be paid from the LOC proceeds.

#### **5.1.4 Currencies of Proposal and Payment**

Unless otherwise stipulated in the AITC, the Consultant's currency of Proposal and payment shall be quoted entirely in US Dollars. All payments shall be made in US Dollars only.

- 1) Where the AITC permits quotations in different currencies, then, for Services performed in or sourced from India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted in Indian rupees or the currency stipulated in the AITC. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITC-clause 11.4.2 below.

#### **5.1.5 Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

### **5.2. Firm/ Variable Price**

#### **5.2.1 Firm Price**

Procuring Organisation

Unless otherwise stipulated in the AITC, prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

#### **5.2.2 Price Variation Clause:**

Unless otherwise stipulated in the AITC, price variation is not applicable.

### **5.3. Taxes**

#### **5.3.1 Taxes and Duties levied in the Borrowing Country:**

As per the Guidelines for Lines of Credit issued by the Government of India vide letter F.No.5/7/2019-IDEAS dated March 31, 2022, the goods and services provided under this LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature whatsoever levied in the Borrowing Country including corporate/ personal/ value added taxes, Import/Custom Duties, Special levies and social security contributions for temporary employees deputed by Indian entity in relation to the contract execution in the borrowing country, including tax exemptions if applicable for eligible services to be rendered locally. If the domestic laws/rules of the Borrowing Country prohibit exemption of any taxes to bilateral partner/multilateral institution extending development assistance to it, the same have to be paid by the Indian entity from its own resources and should be reimbursed by the Purchaser to the Indian entity. No tax is liable to be paid from the LOC proceeds.

### **5.4. Payments**

As per GOI Guidelines, payments will be linked to milestones defined in the Contract.

#### **5.4.1 Advance Payments**

Advance Payment, if any, shall be as stipulated in AITC

## **6. Obtaining the RFP Document; Corrigenda and Clarifications**

### **6.1. Obtaining the RFP Document**

The RFP document can be downloaded as per the details given in RFPL clause 2.2 or the Procuring Entity will provide the same to the prequalified consultants.

### **6.2. Corrigenda/ Addenda to RFP Document**

- 1) Before the deadline for submitting Proposals, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published/disseminated in the same manner as the original RFP Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) for any corrigenda/ addenda. Alternatively, the Procuring Entity may forward the corrigenda/addenda to the prequalified consultants. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.
- 2) To give reasonable time to the prospective Consultants to take such corrigendum/ addendum into account in preparing their Proposals, the Procuring Entity may suitably extend the deadline for the Proposal submission as necessary. After the procuring entity makes such modifications, any Consultant who has submitted his Proposal in response to the original invitation shall have the

opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission as per ITC-clause 9.4.1 below.

- 3) The Procuring Entity may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights and obligations of the Procuring Entity and the consultants previously subject to the original deadline shall then be subject to the new deadline for the RFP submission.

### **6.3. Clarification of the RFP Document**

As detailed in RFPL clause 2.3, a Consultant requiring any clarification regarding the RFP Document may seek clarification through the eProcurement Portal or through a written communication addressed to the Procuring Entity. The Procuring Entity shall respond no later than seven days before the deadline for RFP submission. The query and clarification shall be shared with all Consultants on the portal/through written communication, without disclosing its source. If a modification of the RFP document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITC-Clause 6.2 above.

## **7. Pre-Proposal Conference**

- 1) If a Pre-Proposal conference is stipulated in the TIS, prospective Consultants interested in participating in this tender may attend a Pre-Proposal conference to clarify the techno-commercial conditions of the RFP at the venue, date and time specified therein.
- 2) Participation is not mandatory: However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-Proposal must reach the authority and the last date for registration for participation in the Pre-Proposal conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-Proposal conference.
- 4) Delegates participating in the Pre-Proposal conference must provide a photo identity and an authorization letter as per Format 3: "Authorization to attend a Pre-Proposal Conference" from their Company/ principals; else, they shall not be allowed to participate. The pre-Proposal conference may also be held online at the discretion of the Procuring Entity.
- 5) After the Pre-Proposal Conference, Minutes of the Pre-Proposal conference shall be published on the Procuring Entity's portal or issued to the prequalified consultants within seven days from the Pre-Proposal Conference. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document. As per ITC-clause 6.2 above, to give reasonable time to the prospective Consultants to consider such clarifications in preparing their Proposals, the Procuring Entity may suitably extend, as necessary, the deadline for the Proposal submission.

## **8. Preparation of Proposals**

### **8.1. The Proposal**

#### **8.1.1 Language of the Proposal**

Unless otherwise stipulated in the AITC, the Proposal submitted by the Consultant and all subsequent correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the language specified in the AITC /SCC (hereinafter referred to as the 'Proposal Language'. If nothing is specified, the language shall be English). However, the language

Procuring Organisation

of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language provided a certified translation accompanies it in the Proposal language. For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

### **8.1.2 Acquaintance with Local Conditions and Factors**

At his own cost, responsibility and risk, the Consultant is encouraged to visit, examine and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with the applicable Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and not entertain any request from the Consultants.

### **8.1.3 Cost of preparation and submission of Proposals**

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Consultant(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

### **8.1.4 Interpretation of Provisions of the RFP Document**

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

### **8.1.5 Alternate Proposals are not Allowed.**

Unless otherwise stipulated in the AITC, conditional offers, alternative offers, and multiple Proposals by a Consultant shall not be considered. The Portal shall permit only one Proposal to be uploaded.

## **8.2. Documents comprising the Proposal:**

### **8.2.1 Techno-commercial Proposal/ Cover**

"Technical Proposal" shall include, inter-alia, the scanned copies of duly signed or digitally signed copies of forms as per ITC-Clause 1.5 in pdf format. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.*

### **8.2.2 Financial Proposal/ Cover**

"Financial Proposal" shall comprise the Price Schedule. Any additional information may be uploaded as a pdf under "Additional Documents" in the "Proposal Cover Content." It should be filled considering all financially relevant details, including Taxes and Duties, as per ITC-clause 5.3. It shall list all costs

[19]

associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal. A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.*

### **8.3. Proposal Validity**

- 1) Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than 90 days from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Proposal validity shall automatically be deemed to be extended up to the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.
  - a) The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
  - b) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
  - c) If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
  - d) If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

### **8.4. Bid Security - Related Documents**

- 1) EMD as Bid Security: The Consultant shall provide Bid Security as Earnest Money Deposit (EMD) for the amount shown in the TIS.
- 2) Modalities of EMD: Unless otherwise provided in TIS, the earnest money shall be denominated in the currency of contract. Wherever relevant, it shall be in favour of the Account specified in TIS and shall be furnished in one of the following modalities valid for forty-five days beyond the validity of the proposal:
  - a) Bank Guarantee from any of the all-India financial institutions or commercial banks and enforceable in the Host Country in the format specified in Form T-9A, or
  - b) Payment online in an acceptable form
- 3) Forfeiture of EMD : EMD shall be forfeited if the Consultant breaches any of the following obligation(s) under the RFP:

Procuring Organisation

- (a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or
  - (b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:
    - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions; or
    - ii) fails or refuses to sign the contract; or
    - iii) fails to accept arithmetical corrections of its Bid.
- 4) Return of EMD : Unsuccessful Consultants' EMD shall be returned to them without any interest not later than thirty days after the conclusion of the resultant contract. Successful Consultant's EMD shall be returned without any interest after receipt of performance security from them.

## **9. Signing and Submission/ Uploading Proposals**

### **9.1. Relationship between Consultant and eProcurement Portal, if applicable**

The Procuring Entity is neither a party nor a principal in the relationship between the Consultant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Consultants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. The Procuring entity shall coordinate, in case of any difficulty, observed by the bidders. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

### **9.2. Signing of Proposal**

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposals on behalf of the Consultant along with Form T-1: Proposal Form (Covering Letter).

### **9.3. Submission/ uploading of Proposals.**

#### **9.3.1 Submission/ Uploading to the Portal**

Further to details mentioned in RFPL clause 6:

- 1) Proposals must be uploaded on the eProcurement Portal mentioned in the TIS or submitted physically at the place mentioned in the TIS until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission if submission is only through electronic mode. Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
- 2) The Consultant must not make any changes to the contents of the documents while uploading or at the time of physical submission, except for filling in the required information– otherwise, the Proposal shall be rejected as nonresponsive. Uploaded PDF documents should not be password

protected. Consultants should ensure the clarity/ legibility of the scanned documents uploaded by them.

- 3) The date and time of the e-Procurement server clock shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
- 4) Only one copy of the Proposal can be physically submitted/uploaded, and the Consultant shall sign/digitally sign all statements, documents and certificates submitted/uploaded by him, owning sole and complete responsibility for their correctness/ authenticity. A proposal submitted by a Joint Venture shall be signed/digitally signed by an authorized representative with a written power of attorney signed by each member's authorized representative to legally bind all members.
- 5) Unless otherwise instructed in the RFP Document, the consultant need not sign or up-load the Sections in ITC-clause 1.4 above while uploading his Proposal. However, they must declare in their Proposal Form (Form T-1: Proposal Form) that they have read, understood, complied with, and stand bound by all requirements of these sections:
- 6) Unless otherwise specified, in TIS, originals of the EMD/ Bid Security instrument must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at the venue mentioned in TIS. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.
- 7) The Procuring Entity reserves its right to call for verification, at any stage of evaluation, especially from the successful Consultant(s) before the issue of a Letter of Award (LoA), originals of uploaded scanned copies of documents. If a consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 15 below). Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach.
- 8) All Proposals uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the Proposal before uploading and take a printout of the system-generated submission summary to confirm the successful Proposal upload.

### **9.3.2 Implied acceptance of procedures by Consultants**

Submission of Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the RFP Document.

## **9.4. Modification, Resubmission and Withdrawal of Proposals**

### **9.4.1 Modification & Resubmission**

Once submitted in e-Procurement, the Consultant may not view or modify his Proposal since it is locked. However, resubmission of the Proposal by the Consultants for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system

Procuring Organisation

shall consider only the last Proposal submitted as the valid proposal. The Bidders are requested to refer to the e-procurement guidelines of the TIA.

#### **9.4.2 Withdrawal**

- 1) The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.

No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Consultant withdraws the Proposal during this period, the Procuring Entity shall be within its right to forfeit the Bid Security, in addition to other punitive actions provided in the RFP Document for such misdemeanour as per clause 8.4 above. The Consultants are requested to refer to the e-procurement guidelines of the TIA.

### **10. Proposal Opening**

The Proposals shall be opened on or after the date & time of the opening stipulated in TIS. Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Proposal opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Proposals shall be opened at the appointed time on the next working day. The Consultants are requested to refer to the e-procurement guidelines of the TIA.

### **11. Evaluation of Proposals and Award of Contract**

#### **11.1. General norms**

##### **11.1.1 Evaluation is based only on declared criteria.**

- 1) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by Procuring Entity. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document. The Selection Method to be used for evaluation and the Type of Contract (Price Structure) is mentioned in the TIS.
- 2) The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the consultant.
- 3) Consultants planning to subcontract any Key Activities indicated in Section VI: Terms of Reference (TOR) and its sub-sections must ensure compliance with ITC-Clause 3 above.
- 4) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with clause 13.1 below.

##### **11.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor**

- 1) During the evaluation of Proposals, the following definitions apply:
  - a) "Deviation" is a departure from the requirements specified in the RFP Document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and

- c) "Omission" is failing to submit part or all of the information or documentation required in the RFP Document.
- 2) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
  - a) which affects in any substantive way the scope, quality, or performance standards of the Services;
  - b) which limits in any substantive way, inconsistent with the RFP Document, the Procuring Entity's rights, or the Consultant's obligations under the contract; or
  - c) Whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive Proposals.
- 3) The decision of the Procuring Entity shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.
- 4) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Procuring Entity, which would become part of the contract.
- 5) The Procuring Entity reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Procuring Entity shall convey its observation as per ITC-clause 11.1.3 below on such 'minor' issues to the Consultant by registered/ speed post/ electronically etc., asking the Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as nonresponsive.

#### **11.1.3 Clarification of Proposals and shortfall documents**

- 1) During the evaluation of Techno commercial or Financial Proposals, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only, either physically or through the e-procurement portal after the technical proposal opening, in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant.
- 3) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

#### **11.1.4 Contacting Procuring Entity during the evaluation**

From Proposal submission to awarding of the contract, no Consultant shall contact the Procuring Entity on any matter relating to the submitted Proposal. If a Consultant needs to contact the Procuring Entity for any reason relating to this tender and/ or its Proposal, it should do so only in writing or

Procuring Organisation

electronically. Any effort by a Consultant to influence the Procuring Entity during the processing of Proposals, evaluation, Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the RFP Document.

## **11.2. Evaluation of Proposals**

### **11.2.1 Preliminary Examination of Proposals - Determining Responsiveness**

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITC, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

- 1) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
- 2) Failure to provide and/ or comply with the required information, instructions, etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- 3) Required Bid Security (EMD) has not been provided.
- 4) Consultant no longer complies with the eligibility criteria in the preceding Prequalification process based on which they were prequalified for participation.
- 5) The Services offered are not eligible as per the provision of this tender.
- 6) The consultant has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITC.
- 7) The Proposal validity is shorter than the required period.
- 8) The Proposal departs from the essential requirements stipulated in the bidding document;
- 9) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
- 10) Furnishing wrong and/ or misleading data, statement(s), etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

### **11.2.2 The evaluation process**

Unless otherwise stated, only the techno-commercial Proposals shall be opened on the stipulated date of opening of Proposals. After that, the techno-commercial evaluation shall ascertain whether these Proposals meet the requirements of the Terms of Reference, Technical Criteria and Minimum Score. Subsequent opening of financial Proposals and financial evaluation shall be done only of Proposals declared successful in techno-commercial evaluation. Financial bids shall not be opened with techno-commercial bids and shall be kept unopened at the Custody of the Authorised official of the Procuring Entity. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation results are declared and Financial proposals are opened.

## **11.3. Techno-commercial Evaluation**

### **11.3.1 Evaluation of Technical Proposals/ Score**

- 1) Procuring Entity shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'. This determination shall, inter-alia, consider the Consultant's (i) "Specific experience of the Consultant (as a firm) relevant to the Assignment"; ii) "Adequacy and quality of the proposed methodology, and work plan"; iii) "Key Experts' qualifications and competence for the Assignment".
- 2) In the case of JV/C, the evaluation of the Technical proposal shall include the credentials of all members, including non-substantial members.
- 3) If it is established that any Key Expert nominated in the Consultant's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder.
- 4) All Key Experts (including the Team Lead) must meet the minimum requirements specified in Section VI-A: List of Key Experts and Required Qualifications. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil. If any Key Expert or Team Lead of the successful consultant scores less than the specified percentage of the maximum score (or 50%, if not so specified), Procuring Entity shall be entitled to ask for a better replacement before the negotiations as per ITC-Clause 12 below.

#### **11.3.2 Evaluation of Conformity to Commercial and Other Clauses**

Consultants must comply with all the Commercial and other clauses of the RFP Document as per submissions in Form T-7: 'Terms and Conditions – Compliance'. The Procuring Entity shall also evaluate the commercial conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RFP Document have been accepted without substantive omissions/ reservations/ exceptions/ deviation by the Consultant. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 3), Consultant's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 9.6), Taxes & Duties (GCC Clause 10.2), and Code of Integrity (GCC Clause 13) shall be deemed to be a substantive deviation and treated as unresponsive as per clause 11.1.2 (3) above.

#### **11.3.3 Evaluation of Techno-commercially Suitable Consultants and Opening of Financial Proposals**

Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Section VII: Evaluation/ Scoring Criteria. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated therein. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Consultants shall be declared on the Portal announcing a date/time and venue for opening their financial Proposals (not less than 10 days from this declaration, in line with ITC-Clause 14 below). The Procuring Entity shall notify all Consultants whether their technical proposal was found responsive/ non-responsive to the RFP and TOR and whether they met the minimum qualifying technical score. Financial proposals of successful technically responsive Consultants only shall be opened. The financial proposals of unsuccessful Consultants shall remain encrypted and unopened.

### **11.4. Financial Proposals Evaluation and Ranking of Proposals**

#### **11.4.1 Financial Proposals Evaluation**

- 1) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the selection method declared in the RFP Document (LCS) and ranked accordingly.
- 2) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Procuring Entity's pocket, to be paid to the Consultant, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies, etc.
- 3) In the case of JV/C, the financial credentials of non-substantial members shall not be considered in the financial evaluation.
- 4) **Correction of Errors/ adjustments:**
  - a) **Loading for Deviations:** Unless announced beforehand, the quoted price shall not be loaded based on deviations in commercial conditions. If it is so declared, such loading of a financial Proposal shall be done as per the relevant provisions;
  - b) **Discrepancies between Technical and Financial Proposal:**
    - i) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
    - ii) If a Lump-Sum contract selection method is declared in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.
  - c) **Discounts and Rebates:** If any Consultant offers conditional discounts/ rebates in his Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
  - d) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial Proposal submission and not on any future date.
- 5) **Ambiguous Financial Proposal:** If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.
- 6) **Least-Cost Selection:** In the case of Least-Cost Selection (LCS), the Procuring Entity shall select the Consultant with the lowest evaluated total price among techno-commercially suitable proposals and invite such a Consultant to negotiations as per ITC-Clause 12 below. If the same lowest evaluated price is quoted by more than one Consultant, the consultant with a higher technical score (or higher Average Annual Turnover, in case of fail-pass technical criteria) shall be selected for negotiation.

#### 11.4.2 For LOCs in Indian Rupees

In case currency of the LOC is in Indian Rupees.

- 1) Evaluation of Offers

For financial evaluation, all Proposals shall be converted to Indian Rupees based on the “Bill for Collection (BC) selling” exchange rate on the last deadline for the Proposal submission (Techno-commercial offer) from a source as specified (Financial Benchmarks India Pvt Ltd. (FBIL)), if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from Procuring Entity’s pockets, including all applicable taxes and duties outside Procuring Entity’s country (Customs duty, GST, and GST Cess).

The terms FOB, FAS, CIF, DDP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

## **12. Contract Negotiation**

### **12.1. Invitation to Negotiate**

The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant’s authorized representative.

### **12.2. Verification of Original Documents**

Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during prequalification process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

### **12.3. Availability of Key Experts:**

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts’ availability may result in the Consultant’s Proposal being declared non-responsive and the Procuring Entity proceeding to negotiate the Contract with the next-ranked responsive Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

As per ITC-Clause 11.3.1-4, Procuring Entity reserves its right to seek, during negotiations, the replacement of the Team Leader/ other Key Experts who score below the minimum score if specified.

### **12.4. Technical Negotiations**

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity’s inputs, the special conditions of the Contract, and finalizing the ‘Appendix A: Terms of Reference’ part of the Contract. These discussions shall not substantially alter the original  
Procuring Organisation

scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

## **12.5. Financial Negotiations**

### **12.5.1 General**

- 1) **Lump-Sum form of BOQ:** In the case of a Lump-Sum contract, if the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal shall not be negotiated.

## **12.6. Conclusion of Negotiations**

The negotiations are concluded with a review of the finalized draft Contract, which shall be initialled by the Procuring Entity and the Consultant's authorized representative.

If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Procuring Entity shall declare the proposal non-responsive, informing the Consultant of the reasons for doing so. The Procuring Entity shall invite the next-ranked responsive Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

## **13. Award of Contract**

### **13.1. Letter of Award (Acceptance - LoA) and Signing of Contract**

#### **13.1.1 Letter of Award (LoA)**

After 10 days from the conclusion of negotiations (in line with ITC-Clause 14 below), the Consultant whose Proposal has been accepted shall be notified of the award by the Procuring Entity before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the Consultant in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the part of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below.

*Exim Bank and the Procuring Entity may, at their discretion, publish the result of the award of contract on their respective websites.*

#### **13.1.2 Performance Security**

- 1) Within the number of days stipulated in AITC (or 21 days if not specified) of receipt of the Letter of Award, performance Security as per details in GCC-5.8 shall be submitted by the Consultant to the Procuring Entity.
- 2) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit EMD.

#### **13.1.3 Signing of Contract**

- 1) **Publication of Results:** The Procuring Entity shall send to each techno-commercially suitable Consultant the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
  - a) the name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
  - b) the contract price of the successful Proposal;
  - c) the names of all Consultants included in the short list for RFP, indicating those that submitted Proposals;
  - d) the final combined scores and the final ranking of the Consultants
  - e) The name and address of the successful Consultant(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity as also on the website of Exim Bank.
- 2) After the award notification, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consultant for review. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security.
- 3) If asked by the Procuring Entity, the successful Consultant shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.

#### **14. Grievance Redressal/ Complaint Procedure**

- 1) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Procuring Entity.
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
  - a) Only a Consultant who has participated in the procurement process, i.e., pre-qualification, can make such representation.
  - b) Only a directly affected Consultant can represent in this regard.
  - c) Before the bidding of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a Consultant who has been prequalified;
  - d) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Consultant whose technical Proposal is found to be acceptable.

Procuring Organisation

- 4) No third-party information (RFPs, evaluation results) can be sought or included in the response.
- 5) The following decisions of the Procuring Entity shall not be subject to review:
  - a) Determination of the need for procurement.
  - b) Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
  - c) Selection of the mode of procurement or bidding system;
  - d) Choice of the selection procedure.
  - e) Provisions limiting the participation of Consultants in the Procurement Process, in terms of policies of the Government; and
  - f) Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

## **15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

Procuring authorities, Consultants, suppliers, contractors and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered part of this clause of ITC (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Procurement Process.

## Section III: Appendix to Instructions to Consultants (AIRC)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

*{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}*

*Note for Consultants: Following clauses (in column 1), wherever these appear in ITC, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITC and that in the AIRC, the provision contained in the AIRC shall prevail.*

ITC-Clauses	To be read as
<b>ITC 1: Contents of RFP</b>	
<b>ITC 1.3, 1.4, 1.5</b>	<i>[Mention any additional Sections, Forms or Formats in the RFP]</i>
<b>ITC 3. Consultants – Participation in this RFP process</b>	
<b>ITC 3.1.2(b)</b>	<p>Eligibility is limited to Indian entities registered in India and/or incorporated/ established under any law in force in India.</p> <p>Only prequalified Entities shall be eligible for Bidding.</p> <p><i>To insert the Eligibility Criteria from the Prequalification Document hereunder: -</i></p> <p>Standard clauses are given below: -</p> <p>The bidder shall not be blacklisted/ debarred by any multilateral development bank (MDB), such as World Bank, Asian Development Bank, or any authority of GOI including India Exim Bank or the Borrowing Government.</p> <p>In case a prequalified Entity is or is under the process of being blacklisted/ debarred/sanctioned subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), such Entity shall immediately inform the Procuring Entity and Exim Bank of such ongoing process or blacklisting/ debarment/sanction and reasons thereof. This may lead to cancellation of Proposal submitted by such Entity and/or cancellation of the contract, if awarded.</p> <p>In case, subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), if the account of a prequalified Entity is classified as Non-Performing Asset (NPA) with any Bank/FI or the prequalified Entity's companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, such prequalified Entity shall immediately inform the Procuring Entity and Exim Bank of the same along with reasons thereof.</p>

Procuring Organisation

	<p>This may lead to cancellation of the Proposal submitted by such Entity and/or cancellation of the Contract, if awarded.</p> <p>In the event of award of final contract to any JV, all the payments to the JV shall be made to the account of the JV and not to the account of individual member(s).</p> <p>As per the GOI guidelines, goods and services for minimum 75% value of the contracts covered under the Line of Credit, must be sourced from India (Indian Content). Consultants are advised to refer to the GOI guidelines mentioned above for details available at:</p> <p><a href="https://www.eximbankindia.in/assets/pdf/loc/IDEAS_2022_07042022.pdf">https://www.eximbankindia.in/assets/pdf/loc/IDEAS_2022_07042022.pdf</a></p> <p>Applicants are also advised to refer to the Exim Bank's Debarment and Contract Non-Performance Policies which are available at Exim Bank's website at :</p>
ITB 3.3	The provisions contained in Public Procurement Orders No. 1 & No. 2 dated July 23, 2020, Public Procurement Order No. 3 dated July 24, 2020 and Public Procurement Order No.4 dated February 23, 2023, or any further Order/s in this respect, issued by the Public Procurement Division of the Department of Expenditure, Ministry of Finance, Government of India are also applicable to the tendering process both for the Prime contractor/consultant and subcontractors/subconsultants. Accordingly, Bidders are advised to adhere to the requirements under these Orders. These requirements are applicable to each Prime contractor/consultant and Subcontractor(s)/Subconsultant(s).
<b>ITC 4 The Terms of Reference and Form of Contract</b>	
ITC 4.1	<i>[Mention facilities, if any, to be provided by the Procuring Entity to Consultant]</i>
<b>ITC 5. Proposal Prices</b>	
ITC 5.4	<i>[Mention Milestone based payment terms]</i>
ITC 5.4.1	<i>[Mention if Advance Payments are allowed – including types and %age. As per GOI Guidelines advance payment may be restricted up to 20% of the Contract Amount.]</i>
<b>ITC 6 to 10 Obtaining the RFP Document, Preparation, Submission and Opening of Proposals</b>	
ITC 8.1.1	<i>[Language in which Proposals are to be submitted – English or otherwise]</i>
<b>ITC 11 and 12 Evaluation of Proposals and Award of Contract</b>	
ITC 11.2.1	<i>[Mention if additional criteria for responsive Proposals are proposed]</i>
ITC 11.4.2	Limited International Competitive Bidding

ITC 13.1.2	<i>[Mention the period for submission of Performance Security if different from 21 days]</i>
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## **Section IV: General Conditions of Contract (GCC)**

### **1. General**

#### **1.1. Tenets of Interpretation**

Unless where the context requires otherwise, throughout the contract:

- 1) The headings of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- 5) Terms and expressions not herein defined shall have the meanings assigned to them in the INCOTERMS, (current edition published by the International Chamber of Commerce, Paris).
- 6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
- 7) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

#### **1.2. Definitions**

In the contract, unless the context otherwise requires:

- 1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
- 2) "Applicable Guidelines" means (i) the Procurement Policy and Procedure for projects under GOI-supported LOCs notified vide-----, (ii) the Public Procurement Act, of the \_\_\_\_\_ [Insert name of country of Borrower] governing the selection and Contract award process as set forth in this RFP, (iii) the IDEAS Guidelines issued by the Government of India vide letter F.No.5/7/2019-IDEAS dated March 31, 2022 and (iv) Public Procurement Orders Nos. 1 & 2 dated July 23, 2020, Public Procurement Order No. 3 dated July 24, 2020 and Public Procurement Order No.4 dated February 23, 2023 issued by the Public Procurement Division of the Department of Expenditure, Ministry of Finance, Government of India.
- 3) "Applicable Law" means the laws and any other instruments having the force of law in the Procuring Entity's country, as they may be issued and in force from time to time.
- 4) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
- 5) "Commercial Bank" means a bank in India, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;

[35]

- 6) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 7) "Consultant" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', participant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Consultants stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;
- 8) "Consultant" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Successful Consultant' in specific contexts) means the person, firm, company, or Joint Venture with whom the contract is entered into and shall be deemed to include the Consultant's successors (approved by the Procuring Entity), agents, Sub-consultants, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 9) "Contract Manager" means (as distinct from Team Leader of the Consultant) the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the Consultant;
- 10) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);
- 11) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
- 12) "Exim Bank" or "India Exim Bank" means the Export-Import Bank of India.
- 13) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract;
- 14) "Goods" (including the terms 'Stores', and 'Material(s)' in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;
- 15) "Government" means the Government of \_\_\_\_\_ *[insert name of the country]* or the Borrower Government;
- 16) "Intellectual Property Rights" (IPR) means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

- 17) "Joint Venture (JV or JV/C)" means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract;
- 18) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal;
- 19) "Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Consultant or its Sub-consultants to perform the Services or any part thereof under the Contract;
- 20) "Parties": The parties to the contract are the "Consultant" and the "Procuring Entity", as defined in GCC clause 2.4;
- 21) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;
- 22) "Procurement" means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 23) "Procuring Entity" means the entity in the Procuring Organization procuring Goods, Works or Services;
- 24) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 25) "Procurement Process" (or "Tender"; "RFP"; "EOI", "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the RFP Document to the resultant award of the contract. 'RFP Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as "Bid Document", "Tender" or "Tender Enquiry," which would be clear from context without ambiguity;
- 26) "Proposal" (including the term 'tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
- 27) "Services" means the activities to be performed by the Consultant under this Contract, as described in Appendix A thereto;
- 28) "Signed" means ink signed or digitally signed. It also includes stamped, except in the case of a Letter of Award or amendment thereof;
- 29) "Sub-consultant" means a person or corporate body with an agreement with the Consultant to carry out a specific part of the 'Services' while the Consultant remains solely liable for the execution of the Contract;

[37]

- 30) “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;
- 31) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

### 1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as ‘Capitalised words’ and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia ‘Services’ shall indicate the definition given in the GCC, while ‘services’ shall have the usual dictionary meaning.

### 1.4. Abbreviations:

Abbreviation	Definition
AITC	Appendix to Instructions To Consultants
CV	Curriculum Vitae
EMD	Earnest Monetary guarantee to be furnished by a Consultant along with its proposal
GCC	General Conditions of Contract
GST	Goods and Services Tax
IPR	Intellectual Property Rights
ITC	Instructions To Consultants
JV/C	Joint Venture/ Consortium
LCS	Least Cost Selection
LoA	Letter of Award (Acceptance)
RFP	Request for Proposal
RFPL	Request for Proposal Letter
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference
USD	United States Dollars

## 2. The Contract

### 2.1. Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and the Procuring Entity shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a Consultant may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

## **2.2. The Entire Agreement**

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between the Procuring Entity and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

## **2.3. Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

## **2.4. Relationship between Parties**

- 1) The parties to the contract are the Consultant and the Procuring Entity, as nominated in the contract.
- 2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3) **Authority of Member in Charge:** In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
- 4) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the contract.
- 5) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

## **2.5. Contract Documents and their Precedence**

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.
- 2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of Procuring Entity, set forth immediately before the GCC;
- 3) Appendix A: Terms of Reference;
- 4) Appendix B: Key Experts;
- 5) Appendix C – Remuneration Cost Estimates;
  - a) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract;
- 6) Appendix D – Reimbursable Expenses Cost Estimates;
- 7) the Letter of Award (LoA), if issued
- 8) the SCC
- 9) the GCC
- 10) the Consultant's Proposal;
- 11) any other document listed in the contract as forming part of this Contract.

## **2.6. Modifications/ Amendments, Waivers and Forbearances**

### **2.6.1 Modifications/ Amendments of Contract**

- 1) After the contract documents have been signed, no modified provisions shall be applicable unless the Procuring Entity suo-moto or, on request from the Consultant, by written order, after obtaining approval from GOI through Exim Bank, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Procuring Entity.
- 2) If the Consultant does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

### **2.6.2 Waivers and Forbearance**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such a waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity

under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

### **3. Governing Laws and Jurisdiction**

#### **3.1. Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Borrower Country of the Procuring Entity for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

#### **3.2. Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the deadline for the Proposal submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in the Borrower Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per GCC clause 2.6, by agreement between the Parties hereto, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

### **4. Communications**

#### **4.1. Communications**

- 1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.
- 4) Such communications would be an instruction, a notification, an acceptance, a certificate from the Procuring Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

#### **4.2. Persons signing the Communications**

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) **On behalf of the Consultant:** The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procuring Entity for all costs and damages arising from such misdemeanours.
- 2) **On behalf of the Procuring Entity:** Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

#### **4.3. Address of the parties for sending communications by the other party.**

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

- 1) The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the Procuring Entity. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- 2) The Procuring Entity's address shall be the one mentioned in the contract. The Consultant shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
- 3) In case of communications from the Consultant, copies of communications shall be marked to the Contract Manager and the Procuring Entity's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Procuring Entity and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses.

### **5. Consultant's Obligations and restrictions on its Rights**

#### **5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Consultant must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
  - a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
  - b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.
  - c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the

contract for acts of the firm until a copy of the notice given by him under Section 32 of the Partnership Act (India), has been sent by him to the Procuring Entity in writing or electronically.

- 2) The consultant shall ensure that the value of services sourced from India ("Indian Content") by the consultant under this contract shall constitute at least the percentage of the total Contract Price as specified in the SCC.

## **5.2. Obligation to Maintain Eligibility and Qualifications**

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process after he was prequalified in the preceding Prequalification process based on eligibility and qualifications criteria stipulated therein. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was prequalified or awarded the contract should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Consultant's knowledge.

## **5.3. Restriction on Potential Conflict of Interests**

- 1) Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
  - a) During this Contract's term, any business or professional activities that would conflict with the activities assigned to them.
  - b) After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity.
- 3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
- 4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any additional payment.
- 5) The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

#### **5.4. Consequences of breach by Constituents of a Consultant**

Should the Consultant or any of its partners, its Sub-consultants, any of its members in case of JV/C, or their Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant (in case of JV, by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining JV/C) shall remedy such breaches within 21 days, keeping the Procuring Entity informed. Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

#### **5.5. Assignment and Sub-contracting**

- 1) the Consultant shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.
- 2) The Consultant shall notify the Procuring Entity in writing of all such Sub-consultants, if not already stipulated in the contract, in its original Proposal or later. Such notification shall not relieve the Consultant from any of its liability or obligation under the terms and conditions of the contract. Sub-consultants must comply with and should not circumvent the Consultant's compliance with its obligations under GCC-clause 5.1 to 5.7.
- 3) If the Consultant sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

#### **5.6. Obligation to Indemnify Procuring Entity**

##### **5.6.1 For breach of IPR Rights**

- 1) the Consultant shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Procuring Entity.
  - b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by Consultant, and
  - c) The delivery of the Services by the Consultant or the use of the Services at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced

thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.

- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly notify the Consultant. At its own expense and in the Procuring Entity's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the Consultant fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the Consultant.
- 5) At the Consultant's request, the Procuring Entity shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

#### **5.6.2 For Losses and Damages Caused by Consultant**

- 1) the Consultant shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:
  - a) the Services themselves or
  - b) any other property of the Procuring Entity or
  - c) the lives, persons, or property of others
- 2) In case the Procuring Entity is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

### **5.7. Confidentiality, Secrecy and Property and IPR Rights**

#### **5.7.1 Property Rights**

- 1) Physical assets, e.g., Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Procuring Entity and dispose of such equipment, vehicles, and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their total replacement value.
- 2) Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be registered accordingly. These shall be obtained in the name of the Procuring entity after obtaining the Procuring Entity's prior written approval. The Procuring entity shall have an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.

#### **5.7.2 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.

#### **5.7.3 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

#### **5.7.4 Secrecy**

If the contract declares the subject matter of this Contract as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities.

#### **5.7.5 Restrictions on the Use of Information**

- 1) Without the Procuring Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.
- 2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.
- 4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:
  - a) the Consultant needs to share with the institution(s) participating in the financing of the contract;
  - b) now or hereafter is or enters the public domain through no fault of Consultant;
  - c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
  - d) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

#### **5.7.6 Protection and Security of Personal Data**

- 1) Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:
  - a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
  - b) Comply with all applicable laws;
  - c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;
  - d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

[47]

- e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
  - f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;
  - g) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
  - h) Ensure that none of the staff and agents publishes or discloses any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
  - i) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;
- 2) Notify the Procuring Entity (within five Working Days) if it receives:
- a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
  - b) a complaint or request relating to the Procuring Entity's obligations under the law;
- 3) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

#### **5.8. Performance Bond/ Security**

- 1) Within twenty-one days (or any other period mentioned in RFP Document or Contract) after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the Consultant shall furnish to the Procuring Entity performance security, valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.
- 2) The amount of Performance security shall be stipulated in the RFP document, or the Contract (or if not specified @ 10% of the contract Price) denominated in the currency of the contract and shall be in the form of:
- a) Bank Guarantee (including an e-Bank Guarantee) issued by a scheduled commercial bank or all India Financial Institution in India or reputed international bank enforceable in the Borrower's country as acceptable to the Procuring Entity, in the prescribed form provided in Appendix E-1 to Format 1: Contract Form.
- 3) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD.
- 4) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the Procuring Entity at its discretion.
- (a) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or
  - (b) without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise, howsoever as per GCC-clause 10.4.

- 5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.
- 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
  - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
    - i) Any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring Organisation or any part thereof
    - ii) for any loss or damage recoverable from the Consultant which the Procuring Entity may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect
  - (b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.
- 7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

#### **5.9. Permits, Approvals and Licenses**

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the Procuring Entity shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.

#### **5.10. Insurances**

The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.

#### **5.11. Accounting, Inspection and Auditing**

- 1) The Consultant shall keep and make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect of the Services and in such form and detail

[49]

as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

- 2) The Consultant shall permit and shall cause its Sub-consultants to permit, the Borrower, Government of India and Exim Bank and/or persons appointed by the Exim Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Exim Bank if requested by the Exim Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Exim Bank's inspection and audit rights provided for under this Clause GCC 5.11.2 constitute a prohibited practice subject to contract termination.

## **5.12. Legal Compliance**

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law.

## **5.13. Custody and Return of the Procuring Entity's Assets loaned to Consultant**

- 1) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified the Procuring Entity to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.
- 2) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.
- 3) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.
- 4) The Consultant shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

**5.14.** Additional obligations are stated in the Special Conditions of the Contract.

## **6. Procuring Entity's Obligations**

### **6.1. Assistance by the Procuring Entity**

Unless otherwise specified in the Contract, the Procuring Entity shall use its best efforts to:

- 1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
- 2) Provide to the Consultant any other assistance as specified in the Contract.
- 3) **Access to Project Site:** The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

### **6.2. Facilities to be provided by the Procuring Entity**

- 1) The Procuring Entity shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever.
- 2) In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC clause 10.1.1.

### **6.3. Counterpart Personnel**

- 1) The Procuring Entity shall make professional and support counterpart personnel available to the Consultant, as specified in **Appendix A**.
- 2) If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in **Appendix A**, the Procuring Entity and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof.
- 3) Professional and support counterpart personnel, excluding Procuring Entity's Contract Management and liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform any work assigned to such member by the Consultant that is adequately consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

### **6.4. Payment Obligation**

Considering the Services performed by the Consultant under this Contract, the Procuring Entity shall pay the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

### **6.5. Commitments of the Procuring Entity**

The Procuring Entity commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Procuring Entity, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Procuring Entity shall, during the Procurement Process, treat all Consultant(s) with equity and reason. The Procuring Entity shall, in particular, before and during the Procurement Process, provide to all Consultant(s) the same information and shall not provide to any Consultant(s) confidential/ additional information through which the Consultant(s) could obtain an advantage in relation to the Procurement Process or the contract execution.
- c. The Procuring Entity shall exclude from the process all known prejudiced persons.

If the Procuring Entity obtains information on the conduct of any of its employees, which is a criminal offence, or if there be a substantive suspicion in this regard, the Procuring Entity shall take suitable action including initiation of disciplinary actions.

## 7. Scope of Services and Performance Standards

### 7.1. Scope of Services

- 1) **Services:** This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in **Appendix A: 'Terms of Reference'** during the contract period specified therein.
- 2) **Incidental Works/ Goods/ Other Services:** If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.
- 3) **Location:** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.
- 4) **Reporting Requirements:** The Consultant shall deliver to the Procuring Entity the reports, deliverables, outputs, and documents specified in **Appendix A: 'Terms of Reference'**, in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.

### 5) Standard of Performance:

- a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
- c) **Defects in Services:** The Procuring Entity shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity may suspend payments as per GCC clause 10.6.

### 7.2. Eligible Services

Unless otherwise stipulated in the Contract, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries. It must conform to the declaration made by the Consultant during the Prequalification process regarding Central Government policies restricting the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

## 8. Deployment of Resources

### 8.1. Site and Assets thereon

#### 8.1.1 Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- 2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied/ used by the Consultant without the permission of the Procuring Entity. The Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.
- 3) **Prohibition of Smoking and Intoxicants:** The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed through Sub-consultants or petty contractors with all the rules and regulations stipulated by the Procuring Entity relating to the access to the project site, including but not limited to
  - a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places
  - b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any of his employees.
  - c) Safety practices relating to Procuring Entity's staff, Public and third parties
  - d) Maintenance of peace and business-like ambience

#### **8.1.2 Clearance of Site on Completion**

- 1) On completion of the services, the Consultant shall hand over the whole project site to the procuring Entity on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 2) In the event of failure on the part of the Consultant to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. The Procuring Entity shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

### **8.2. Key and Non-key Personnel**

#### **8.2.1 General Requirements**

- 1) **Team Lead:** The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
- 2) The Consultant shall employ and provide qualified and experienced Key and Non-key Experts and Sub-consultants as required to carry out the Services.

#### **8.2.2 Key Personnel**

- 1) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.

[53]

- 2) The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.
- 3) Working hours and holidays for Experts are outlined in Appendix B. Foreign Key Experts carrying out Services in Borrower's country shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from Borrower's country, as is specified in Appendix B.
- 4) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and / or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per clause 10.6 below.

**5) Substitution of Key Experts:**

- a) Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
  - b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
  - c) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.
- 6) **Additional Key Experts:** If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) days from receiving such CVs, such additional Key Experts shall be deemed approved by the Procuring Entity. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

**8.2.3 Non-key Personnel**

The Consultant must ensure the deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the

additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail all the remedies thereunder. Such action shall be in addition to the deduction from the Consultant's payment cost of shortfall personnel as per Annexure C.

#### **8.2.4 Removal of Key and Non-key Experts or Sub-consultants on Orders of the Contract Manager**

- 1) The Consultant shall, at the Procuring Entity's written request, provide a replacement, if the Procuring Entity finds that any of the Experts or Sub-consultant:
  - a) commits severe misconduct or has been charged with having committed a criminal act
  - b) persists in any misconduct or lack of care;
  - c) is found to be negligent, incompetent or incapable of discharging assigned duties;
  - d) fails to comply with any provision of the Contract;
  - e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;
- 2) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from the Procuring Entity to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert or sub-consultant from carrying out the Services.
- 3) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and be acceptable to the Procuring Entity.
- 4) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

#### **8.3. Equipment and Tools of Trade**

The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies thereunder for breach of contract.

### **9. Delivery of Services and delays**

#### **9.1. Works plan**

- 1) Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract

Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

- 2) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

## **9.2. Commencement of Services**

- 1) **Effective Date of Contract:** Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:
  - a) 15 days from the Procuring Entity's notice (unless specified otherwise) to the Consultant instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness prerequisites listed in the contract have been met.
  - b) If no such order is issued, 15 days from the date of the Issue of the LOA or the signing of the Contract agreement, whichever is earlier.
- 2) **Commencement of Services:** Not later than the number of days after the Effective Date specified in the Contract or the Notice to proceed, the Consultant shall begin carrying out the Services after confirming the following:
  - a) As required by the Contract, all JV members and key experts needed at the beginning of the assignment are effectively participating.
  - b) That upon provision of Bank Guarantees, advance payments, if any, are implemented.
  - c) That the Procuring Entity has provided facilities (including Data, Documents and Background Information) as per the Contract
  - d) that all parties involved in the assignment (users, security team, and other relevant departments of the Procuring Entity and other third-party stakeholders) have been informed by the Procuring Entity
  - e) that all permits, licences, and authorisations have been obtained.
- 3) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective (as per sub-clause 1 above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **9.3. Contract Management**

### **9.3.1 Consultancy Management Teams**

The Procuring Entity shall nominate a Contract Manager (or a Consultancy Management Team), and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

### **9.3.2 Review of Phases and Milestones**

The Contract Manager and Consultant/ Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in Annexure A, the following actions would be taken during such progress meetings.

- 1) **Kick-off Meeting:** The contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
- 2) **Inception Phase Review:** The inception meeting shall be held at a period (specified in Annexure A or the Notice to Proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:
  - a) Terms of Reference
  - b) Work plan and staffing schedule
  - c) Facilities to be provided by the Procuring Entity
  - d) Working arrangements and liaison
- 3) **Periodic Reviews:** Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 4) **Deliverables Reviews:** The contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.

#### **9.4. Delivery of services, Time of Delivery and Extensions Thereof**

##### **9.4.1 Delivery of Services:**

The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

##### **9.4.2 Time of Delivery of Services is of Essence of the Contract:**

- 1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Annexure A: 'Terms of Reference'.
- 2) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration.
- 3) He may request to the Procuring Entity for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. Procuring Entity may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.

##### **9.4.3 Extension for Excusable Delay Not Due to Consultant**

- 1) If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
  - a) proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or
  - b) delay due to circumstances beyond the control of either party
  - c) delay authorized by the Contract Manager pending arbitration or
  - d) Any act or neglect of Procuring Entity, e.g.:
    - i) Delay or failure to issue notice to commence the services; or
    - ii) delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing; or
    - iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the Consultant; or
    - iv) Delay caused by modification issued by the Contract Manager; or
    - v) any other delay caused by the Procuring Entity due to any other cause.
- 2) The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Contract Manager shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

#### **9.4.4 Extension of Time for Inexcusable Delay Due to Consultant**

- 1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.
- 3) Provided further that if the Procuring Entity is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) **Inordinate Delays:** Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the Procuring Entity.

#### **9.4.5 Extension of Time for Concurrent Delay Due to Both Parties**

If the Contract Manager determines that two or more events responsible for delay overlap each other. The delays may be concurrently attributable to both Procuring Entity and the Consultant. The

proportion for extension of time as per GCC-Clause 9.4.3 or 9.4.4 above shall be determined by plotting each contributing concurrent delay on the critical path.

## **9.5. Damages and Deductions Thereof**

### **9.5.1 Right of the Procuring Entity to recover Damages.**

Procuring Entity shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

### **9.5.2 Liquidated damages**

- 1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:
  - a) The Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 1/2% per cent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply. Total damages in the contract shall be limited as per clause 9.5.4 below.
  - b) Any failure or delay by any Sub-consultant, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.

### **9.5.3 Limit on total Damages**

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 5% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.

## **9.6. Force Majeure**

- 1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause 9.5 and 12, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

[59]

## 10. Prices and Payments

### 10.1. Prices

#### 10.1.1 Contract Price

- 1) The Contract price is outlined in the Contract. The Contract price breakdown is provided in **Appendix C**, and the total payments under this Contract shall not exceed this Contract price.
- 2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

#### 10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.

#### 10.1.3 Variations

In case the Contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses only during the original Delivery Period, subject to the following:

- 1) For Extension of Time covered by clause 9.4.5 above, any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction under GCC clause- 9.5.3 (Denial Clause).
- 2) Taxes and duties, if any as applicable, chargeable and payable on the Services shall be charged on the nett price after variations.
- 3) While claiming payments where such variations are applicable, the Consultant must submit its calculations for each invoice, even if the payment for these variations is nil. Any price reduction due to such variations must be passed to the Procuring Entity.
- 4) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls, etc.
- 5) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein.
- 6) **Base Month:** Unless otherwise stipulated in the contract, the 'Base Month' for the 'Price Variation Clause' shall be taken as the month before the month of the last date of Proposal submission. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery has been made. The Price Variation shall be based on the relevant Indices in the Base Month and Month of reckoning.
- 7) **Applicability:** If the Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, the cost of such inputs shall be excluded from the value of the Goods supplied in the relevant month for payment/recovery of price variation.

### 10.2. Taxes and Duties

- 1) The Consultant, Sub-consultants, and Experts shall be entirely responsible for all taxes, duties, fees, levies etc. payable outside the borrower's country, incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.

**2) Taxes and Duties levied in the Borrowing Country:**

As per the Guidelines for Lines of Credit issued by the Government of India vide letter F.No.5/7/2019-IDEAS dated March 31, 2022, the goods and services provided under this LOC from Exim Bank shall be free from all kinds of taxes and duties of any nature whatsoever levied in the Borrowing Country including corporate/ personal/ value added taxes, Import/Custom Duties, Special levies and social security contributions for temporary employees deputed by Indian entity in relation to the contract execution in the borrowing country, including tax exemptions if applicable for eligible services to be rendered locally. If the domestic laws/rules of the Borrowing Country prohibit exemption of any taxes to bilateral partner/multilateral institution extending development assistance to it, the same have to be paid by the Indian entity from its own resources and should be reimbursed by the Purchaser to the Indian entity. No tax is liable to be paid from the LOC proceeds.

### **10.3. Terms and Mode of Payment**

- 1) Unless otherwise stipulated, the usual payment term is based on the milestones as specified in SCC.
- 2) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.
- 3) Every payment request shall be accompanied by a Payment Authorisation in the format as prescribed in the LOC Agreement between the Borrower and Exim Bank.
- 4) The Borrower shall on receiving:
  - a) an invoice from the Consultant duly certified by the Procuring Entity representing the amount for services rendered by the Consultant under an Eligible Contract in the Borrower's Country, or,
  - b) a request from the Procuring Entity to release advance payment to the Consultant,
  - c) a request from the Procuring Entity to release retention money, if any, to the Consultant under an Eligible Contract.
- 5) Send payment authorisation favouring the Consultant to Exim Bank for the amount of the Eligible Value apportionable to the relevant invoice/request.

### **10.4. Withholding and lien in respect of sums claimed:**

- 1) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -
  - a) any security or retention money, if any, deposited by the Consultant.

- b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.
- 2) Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

## **10.5. Payments to Consultant**

### **10.5.1 General**

- 1) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
- 2) Currency of Payment: Unless otherwise specified in the Contract, any payment shall be made in US Dollars (USD).
- 3) The Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC Clause 10.5. Each invoice shall show remuneration and reimbursable expenses separately.
- 4) The Project Authority / Procuring Entity of the borrower government shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.
- 5) The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.
- 6) Except for the final payment under GCC Clause 10.5.4 below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
- 7) Lumpsum: Unless otherwise stipulated, payments shall be made on completion of stipulated milestones or on completion of entire Services, whichever is stipulated in the contract.

### **10.5.2 Advance Payments**

- 1) If the contract provides explicitly for Advance Payments to be made to the Consultant, then on the request of the Consultant, the Procuring Entity shall make the advance payment to the

Consultant against submission of an unconditional Bank Guarantee from a Commercial bank/ all India financial institutions endorsed by a bank located in the Borrowing country acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested. Such Bank Guarantee shall be in the form outlined in Appendix E-2 or the other form the Procuring Entity shall have approved in writing. Advance payments shall be released in not less than two instalments commensurate with work progress.

- 2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the Consultant shall progressively reduce the guaranteed amount.
- 3) The Consultant is to use the advance payment only for the performance of Services. Procuring Entity shall certify the work undertaken under the advance payment to their satisfaction. Further instalments shall be released after getting a satisfactory utilization certificate from the Procuring Entity for the earlier instalment.
- 4) The advance payment shall be recovered in a time-based manner not linked with the work progress by deducting proportionate amounts from payments otherwise due to the Consultant for the Services performed. No account of the advance payment or repayment shall be taken in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

#### **10.5.3 Remuneration and Reimbursable Expenses**

- a) The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- b) All payments shall be at the rates outlined in Appendix C and Appendix D.
- c) Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- d) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.
- e) Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of the Procuring Entity once the applicable remuneration rates and allowances are known.

#### **10.5.4 Final Payment**

- 1) The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 5.13. The Services shall be deemed completed and finally accepted by the Procuring Entity.

- 2) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:
  - a) necessary adjustment for any payments already made or retained
  - b) any deduction which may be made under the contract,
  - c) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,
- 3) The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.
- 4) Any amount that the Procuring Entity has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

#### **10.5.5 No Claim Certificate and Release of Contract Securities**

The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

#### **10.5.6 Acknowledgement of Receipts for Amounts**

Every receipt for money, which may become payable, including receipt of payment through Exim Bank under the Payment authorized by the Borrower/ Procuring Entity, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4.2), to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

#### **10.6. Suspension of Payments**

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

#### **10.7. Commissions and Fees**

The Consultant shall not make any payment to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract.

### **11. SETTLEMENT OF DISPUTES**

#### **11.1. Amicable Settlement**

- 1) The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 2) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply.

#### **11.2. Dispute Resolution**

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

### **12. Defaults, Breaches, Termination, and closure of Contract**

#### **12.1. Termination due to Breach, Default, and Insolvency**

##### **12.1.1 Defaults and Breach of Contract**

In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-

satisfactory by the Procuring Entity in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract. All the members of the JV/C shall be jointly and severally liable for the entire contract.

- 2) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

#### **12.1.2 Notice for Default:**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

#### **12.1.3 Remedies for Breaches/ Default**

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

- 1) take one; or more of the following contractual remedies.
  - a) Recover liquidated damages and invoke a denial clause for delays.
  - b) In the case of JV/C, Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.
  - c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
  - d) Encash and/ or Forfeit performance or other contractual securities.
  - e) Prefer claims against the insurance, if any.
  - f) Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
  - g) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.
  - a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.
  - b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
  - c) All Defect Liability obligations, if any, shall survive despite the termination.

- 3) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

#### **12.1.4 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

### **12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract**

#### **12.2.1 Notice for Determination of Contract**

- 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

[67]

### **12.2.2 Frustration of Contract**

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 9.6) that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause
  - a) Lack of commercial feasibility or viability or profitability or availability of funds
  - b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

### **12.3. Closure of Contract**

#### **12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:**

- 1) At the end of such a period after the Effective Date as specified in the Contract.
- 2) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment
- 3) termination and settlements after that, if any, as per GCC clause 12.1 or 12.2 above.

#### **12.3.2 Cessation of Rights and Obligations**

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5.7. (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

#### **12.3.3 Cessation of Services**

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided by Clauses GCC 9.4 and GCC 5.13.

#### **12.3.4 Payments upon Termination**

Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed before the effective date of termination; and

(b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### 13. Code of Integrity in Public Procurement; Misdemeanours and Penalties

#### 13.1. Code of Integrity

Consultants are expected to observe highest standards of ethics in regard to corrupt and fraudulent/prohibited practices as set forth in Public Procurement Act or applicable regulatory framework of the Procuring Entity's country and the Guidelines issued by the Government of India vide letter F.No.5/7/2019-IDEAS dated March 31, 2022 and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 3) **"Anti-competitive practice"** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
- 4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 5) **"Conflict of interest"** – participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- 6) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information.

#### 13.2. Obligations for Proactive Disclosures:

- 1) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

[69]

- 2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

### **13.3. Misdemeanours**

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) Commits any of the following misdemeanours:
  - (a) Violates the code of Integrity mentioned in GCC-clause 13.1;
  - (b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.
- 2) Commits any of the following misdemeanours:
  - (a) Has been convicted of an offence:
    - i) Under the Prevention of Corruption Act, 1988; or
    - ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
  - (b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
  - (c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

### **13.4. Penalties for Misdemeanours**

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, if the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

#### **13.4.1 if his Proposals are under consideration in any procurement**

- 1) Encashment of Bid Security.
- 2) calling off any pre-contract negotiations and;
- 3) rejection and exclusion of Consultants from the Procurement Process

#### **13.4.2 if a contract has already been awarded**

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

- 3) Recovery of payments, including advance payments, if any, made by the Procuring Entity along with simple interest thereon @5% p.a.;

**13.4.3 Remedies in addition to the above:**

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

- 1) Debar the Consultant or any of its successors from participating in future procurements without prejudice to Procuring Entity's legal rights and remedies in accordance with the Debarment Policy of Exim Bank or of the Borrower country
- 2) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## Section V: Special Conditions of Contract (SCC)

Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

*{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}*

*Note for Consultants: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provisions in the GCC and those in the SCC, the provisions in the SCC shall prevail over those in GCC.*

GCC Clause No.	Topic	To be read as
<b>GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications</b>		
1.1, 1.2, 1.3, 1.4	General	<i>[Add additional Interpretation, Definition, Convention or Abbreviations, if any]</i>
2.1	Language of Contract	<i>[Add additional Language, if any]</i>
3.1	Governing Laws and jurisdiction	<i>[Mention any deviations from the clause]</i>
4.1, 4.3	Communications and notices	<i>[Add additional communication requirements, if any]</i>
4.2	Persons Signing Communications	<i>[Mention any deviations from the clause]</i>
<b>GCC 5 and 6: Consultant's and Procuring Entity's Obligations</b>		
5.7.1	Property Rights	<i>[Mention additional requirements regarding Property Rights of physical or intangible assets, if any.]</i>
5.8	Performance Bond/ Security	<i>[Add additional information, if any]</i>
5.14	Additional Obligations	i. In case the Consultant is blacklisted/ debarred/sanctioned during Contract implementation, the Consultant shall immediately inform the Procuring Entity and Exim Bank of such blacklisting/ debarment/ sanction and reasons thereof. This may lead to cancellation of the Contract.

Procuring Organisation

[illegible]

<b>GCC 7: Scope of Services and Performance Standards</b>																										
7.1	Scope of Services	<i>[Add additional information, if any, including incidental Works/ Goods/ Other Services required like training]</i>																								
7.2	Eligible Services	<i>[Add additional information, if any]</i>																								
<b>GCC 8: Deployment of Resources</b>																										
8.2.2	Key Personnel	<i>[Mention any deviations from the clause, particularly limits on their substitution]</i>																								
<b>GCC 9: Delivery of Services and Delays</b>																										
9.1	Works plan	<i>[Add additional information, if any]</i>																								
9.2	Commencement of Services	<i>[Indicate the effective date from the date of contract signature or the number of days from the notice to proceed]</i>																								
<b>GCC 10: Prices and Payments</b>																										
10.1.3	Variations	<i>[Add additional information regarding variations, if any, including Price Variation Formula and applicable indices]</i>																								
10.3	Terms and Mode of Payment <i>[ Sample payment terms based on milestones are given below separately for DPR and PMC in SCC 10.3. Project authority may make suitable changes as per the requirement of the project]</i>																									
	<b>The payment schedule for Preparation of DPR:</b> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Terms of Payment</th> <th>Percentage of Contract Value</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of Bank Guarantee for the Advance Payment to be recovered from the payments given below</td> <td>10%</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>Submission of Inception Report</td> <td>20%</td> </tr> <tr> <td>2</td> <td>Submission of Hydrological Study Report and Geophysical Study Report</td> <td>25%</td> </tr> <tr> <td>3</td> <td>Approval of Draft DPR by the Client</td> <td>35%</td> </tr> <tr> <td>4</td> <td>Submission of Final DPR</td> <td>10%</td> </tr> <tr> <td>5</td> <td>Approval of Final DPR by the Client</td> <td>10%</td> </tr> </tbody> </table>		Sr. No.	Terms of Payment	Percentage of Contract Value	1	Submission of Bank Guarantee for the Advance Payment to be recovered from the payments given below	10%				1	Submission of Inception Report	20%	2	Submission of Hydrological Study Report and Geophysical Study Report	25%	3	Approval of Draft DPR by the Client	35%	4	Submission of Final DPR	10%	5	Approval of Final DPR by the Client	10%
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Procuring Organisation

<p>Procuring Entity may grant interest bearing advance ranging from 5% to 20% of the contract value in tranches, depending upon the nature of requirements. Every payment shall be accompanied by a Payment Authorisation in the format as prescribed in the LOC Agreement between the Borrower and Exim Bank and signed by an authorised signatory authorised by the Borrower.</p> <p><b>The payment schedule for PMC:</b></p>		
Sr. No.	Terms of Payment	Percentage of Contract Value
1	Submission of Bank Guarantee for the Advance Payment to be recovered from the payments given below	10%
1	Upon 10% of project progress achieved by EPC Contractors and certified by the Client	10%
2	Upon 20% of project progress achieved by EPC Contractors and certified by the Client	10%
3	Upon 30% of project progress achieved by EPC Contractors and certified by the Client	10%
4	Upon 40% of project progress achieved by EPC Contractors and certified by the Client	10%
5	Upon 50% of project progress achieved by EPC Contractors and certified by the Client	10%
6	Upon 60% of project progress achieved by EPC Contractors and certified by the Client	10%
7	Upon 70% of project progress achieved by EPC Contractors and certified by the Client	10%
8	Upon 80% of project progress achieved by EPC Contractors and certified by the Client	10%
9	Upon 90% of project progress achieved by EPC Contractors and certified by the Client	5%
10	Upon 100% of project progress achieved by EPC Contractors and certified by the Client	5%

	11	Retention Money to be released upon submission of the final report following the final acceptance certificate issued to the EPC Contractor upon completion of the Defects Liability Period	10%
Every payment shall be accompanied by a Payment Authorisation in the format as prescribed in the LOC Agreement between the Borrower and Exim Bank and signed by an authorised signatory authorised by the Borrower.			
10.5	Payment to Consultants	Lump sum Contract Price shall comprise sum of Remuneration and Reimbursable Costs as per Appendix C and Appendix D respectively.  Payment shall be in accordance with 10.5.1 (9) based on milestones stated above against submission of invoice.	
GCC 11 Settlement of Disputes			
11.2	Dispute Resolution	<b>Disputes shall be settled by arbitration in accordance with the following provisions:</b>  1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If	

Procuring Organisation

		<p>the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed</p>
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		<p>pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
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Procuring Organisation

		<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Procuring Entity's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
<b>GCC 12 Defaults, Breaches, Termination and Closure of Contract</b>		
12.1.1-1)	Period of Contract	<i>[Mention the duration of the contract from the effective date]</i>
12.1.3-3)	Risk and Cost Procurement	<i>[Mention specifically if not applicable]</i>

## Section VI: Terms of Reference (TOR)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

*Note for Consultants: Regarding this Section, Consultants must fill following forms:*

- a) *Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity*
- b) *Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- c) *Form T-5: Work Schedule and Planning for Deliverables*

### Terms of Reference

*[Note to Borrower Procuring Entity: Included below are specimen model Terms of Reference for Preparation of DPR and providing PMC Services including suggested key staff requirements. These are suggestive in nature. These may be appropriately modified for specific procurements. This Note is to be deleted prior to issue of the RFP]*

### PREPARATION OF DPR

#### Objective of the DPR Consultant:

The Authority shall be executing the Project ..... Project Name..... The Authority intends to appoint an DPR Consultant (the "Consultant") for undertaking detailed survey and detailed project report for ..... name of the project.....

#### Definitions and interpretation

- i) The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- ii) References to Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Clauses and Appendices of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- iii) The rules of interpretation of the Agreement shall apply, mutatis mutandis, to this TOR.

#### General

- i) The Consultant shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- ii) The Consultant shall follow all applicable laws, rules and regulations of India and the Host Country

Procuring Organisation

- iii) The Consultant shall perform the duties and exercise the authority in accordance with the provisions of this Agreement.
- iv) The Consultant shall ensure that personnel deployed are experienced, ensuring adherence to the quality and specifications
- v) The Consultant shall ensure that all the Statutory obligations of the Host Country are being adhered to during the Project Implementation;

### **Description of Services**

The objective of the consultancy services is to provide Services to the Authority for Construction supervision and management of the Project. Specifically, the Consultant will perform the following tasks but not limited to:

#### **A. General Requirements**

- i) The Consultant shall prepare the Detailed Project Report (DPR) including, but not limited to:
  - a) Executive Summary and Detailed description of the project, including its scope, type, location, and duration
  - b) Comprehensive Feasibility study covering assessment of market demand, financial viability and requirement of viability gap funding (if required), and operational sustainability of the project
  - c) Market Survey of Indian Suppliers for the Product
  - d) Site Assessment including geotechnical investigation, topographical survey, traffic survey, survey on availability basic resources, survey on accessibility of the project site from the nearest port , land development considerations and ROW issues.
  - e) Environment assessment study including confirmation of Environmental/ Forest Clearances and mitigation measures to minimize adverse impact,
  - f) Socio Economic Analysis including identification of demographic and socioeconomic aspects of the Site, potential social conflict, adverse impacts and mitigation measures for the same
  - g) Detailed Project Management Plan encompassing planning, execution, monitoring, and control
  - h) Details of the proposed construction supervision and monitoring arrangements
  - i) Construction schedule with identified key milestones and deadlines
  - j) Land acquisition and resettlement plan
  - k) Material Testing and Certification Plan compliant with relevant standards and specifications
  - l) Detailed Cost Breakup along with detailed justification under each head. Currency must be USD
  - m) Financial Feasibility including Cost Benefit Analysis, revenue and expenditure projects, identification of alternate sources of financing
  - n) Host Government commitments and Permits/ authorizations/ approvals required in the host country
  - o) Identification of roles and responsibilities of different stakeholders: Stakeholder consultation

- p) Quality Assurance and Control with identification of testing and inspection procedures
- q) Quality standards and requirements for the hospital construction and ongoing operation.
- r) Risk Assessment and Management along with contingency and emergency response plans.
- s) Study on Sustainability and resilience and Construction Waste Material Disposal Plan.
- t) Review of underlying or required contract documents
- u) Indian Content, list of items and differential cost for sourcing from India
- v) Indian Standards to be followed for all the specifications in the DPR. Equivalent Indian Standards to be provided.
- w) Applicable taxes in India
- x) Examine the procurement and utilization of generic medicines in the hospital, as a potential means to reduce operational costs and improve accessibility for patients including evaluation of the quality, availability, and affordability of generic cardiac medications.
- y) Detailed Operational plan of the project including, addressing staffing, equipment maintenance, and service expansion.
- z) Identification of Site, basic resources and ROW.
- aa) Detailed Concept Design, Architectural design, Structural Design, MEP Design
- bb) Project Implementation Schedule
- cc) Availability of Raw material post implementation
- dd) ESG Study
- ee) SWOT Analysis
- ff) Technical Sustainability Plan
- gg) Financial Sustainability plan including identification of alternative sources of funding.
- hh) Address concerns and feedback of stakeholders, Measures to ensure stakeholder participation and engagement throughout the project implementation

## B. Project Specific Requirements

*[To be inserted by TIA as per Project Requirements]*

## C. Duration of Services and Team Requirement

- The total duration of the consultancy assignment for preparation of DPR shall be 3 months
- The consultant is expected to mobilize an experienced team of engineering and technical professionals for discharging the responsibilities. The key personnel required are:

Sr. No.	Designation	Number	Broad Requirements	Man - Month
	<i>[To be modified by TIA as per</i>	<i>[To be modified by TIA as per</i>	<i>[To be modified by TIA as per Project Requirements]</i>	

Procuring Organisation

	<i>Project Requirements]</i>	<i>Project Requirements]</i>		
1.	Team Leader	1	A degree in civil engineering or construction management, relevant certifications, and 20 years of project management experience.	
2.	Deputy Team Leader (Resident Engineer)	1	He/She shall be B.Tech/B.E. in Civil Engineering with minimum 10 years of experience in site management and construction oversight. Their primary duties include providing technical guidance, overseeing design and construction activities, and conducting regular on-site inspections to uphold quality and safety standards.	
3.	Civil/Structural Engineer	1	They shall have relevant bachelor's and master's qualifications in civil/structural engineering with at least 10 years of site experience. They shall provide technical advice on civil works, review design and drawings, and undertake daily supervision and quality inspections.	
4.	Electrical Engineer	1	The engineer shall be B.Tech/B.E. in Electrical Engineering with minimum 10 years of experience in substation design, electrical installations, diesel generators, solar power etc. They shall inspect electrical works, undertake load testing, ensure safety standards etc.	
5.	Mechanical Engineer	1	The engineer shall be B.Tech/B.E. in Mechanical Engineering with expertise in HVAC systems, water supply networks, sewage treatment plants, pumps, motors, firefighting etc. gained through at least 10 years of relevant experience.	
6.	Instrumentation /Automation Expert	1	A degree in Instrumentation/Electronics is desired with experience in building management systems, access control and automation projects with minimum 07 years of experience.	

7.	Architect	1	B.Arch with at least 10 years of experience in planning and designing large commercial complexes. Aesthetics oriented to ensure visually appealing outcomes.	
8.	Environmental and Social Safeguards Expert	1	The expert shall have a post-graduate degree in Environmental Science/Planning/Engineering with at least 10 years of experience in managing environmental and social impacts of large infrastructure projects and be well-versed with national regulations and World Bank / ADB safeguards requirements.	

#### **D. Deliverables**

The consultant shall submit deliverables as detailed hereunder:

- (i) An inception report giving the approach, methodology, work plan, manpower deployment schedule, etc. within 1 week of signing the contract.
- (ii) Hydrological Study Report, Geophysical Study Report and other necessary Reports required for the project.
- (iii) Draft DPR
- (iv) Final DPR.

#### **E. Data and Facilities to be made available by the Client:**

The Client shall ensure that the Consultants can have free of charge access to the facilities, materials, and the project related documents to facilitate the Consultants to carry out their tasks. The following services and facilities will be provided by the Client without cost to the Consultants:

- a) Data: The Client will provide the Consultants with unrestricted access to data, information, maps, drawings, and internal documents available and relevant to the consulting services. All reference material will be provided to the Consultants and shall be returned at the completion of the assignment or earlier, as may be requested.
- b) Access to sites: The Client will ensure that the Consultants have access to the sites in the performance of their duties.
- c) Counterpart staff at provincial levels to assist with project coordination, technical aspects (as needed).
- d) Visa / Work permit facilitation.

Procuring Organisation

## **PROJECT MANAGEMENT CONSULTANT**

### **A. Objectives of the PMC**

The client intends to appoint a Project Management Consultant (PMC) for carrying out supervision of the construction activities at the proposed .....Project Name... The objectives of the PMC are:

- To ensure that the construction is carried out as per the approved drawings, technical specifications and construction standards stipulated in the contract between the client and contractor.
- To ensure quality control through systematic checks and inspection of materials and workmanship at site.
- To monitor physical and financial progress of work through progress reports and recommend corrective actions, wherever required.
- To certify contractor's bill and make recommendations for payment as per terms of the contract.
- To ensure timely completion of the project within the approved budget and as per schedule.
- To document any changes, modifications, deviations in the scope of work and analyze their time and cost implications, if any.
- To witness and certify testing and commissioning of facilities and installations.
- To ensure rectification of defects by the contractor during the defect liability period.
- To recommend issue of completion certificate after final inspection.

### **B. Scope of Services**

#### **a. Broad Scope**

The consultant shall provide comprehensive PMC services to ensure that the contractor executes the works in accordance with specifications and applicable codes & standards. The consultant shall act as 'Engineer' as defined in the contract between the client and the contractor for the project. The broad responsibilities shall include, but not be limited to, the following:

- (i) Review the designs, drawings, technical specifications, bill of quantities, cost estimates, work schedule etc. submitted by the contractor.
- (ii) Supervise day-to-day construction activities at site and ensure adherence to the prescribed standards through quality inspections.
- (iii) Monitor and review contractor's work progress vis-à-vis the approved schedule. Identify delays, if any, and recommend corrective actions.

- (iv) Evaluate contractor's claims for extensions of time, additional payments etc. and provide recommendations to the client.
- (v) Witness testing and commissioning of installations; ensure rectifications by contractor during defect liability period.
- (vi) Certify contractor's bills and recommend release of payments as per the payment schedule and other terms and conditions of the contract.
- (vii) Prepare and submit monthly progress reports, completion reports, document changes/ variations, if any, and maintain project records.

**b. Detailed Scope**

The detailed scope of work under PMC is described in the following sections:

**i. Review of Designs, Drawings and Documents**

The consultant shall undertake a comprehensive review of the designs, drawings, technical specifications and other documents submitted by the contractor for constructing the ..... Project Name...facilities. This shall include, but not be limited to, the following:

- (i) Review structural design and shop drawings for all RCC buildings, pre-engineered steel buildings, boundary wall, entrance gates, watch towers etc.
- (ii) Review architectural drawings showing plans, elevations, sections for the various buildings and structures.
- (iii) Review electrical design, drawings and equipment specifications including substation, DG sets, UPS system, internal electrification, area lighting, solar power etc.
- (iv) Review HVAC design, drawings and equipment specifications for passenger terminal, cargo terminal and other air-conditioned buildings.
- (v) Review plumbing and firefighting design, drawings, equipment details and hydraulic calculations.
- (vi) Review detailed specifications and datasheets for finishing materials, doors/windows, false ceiling, flooring, wall finishes, road pavement, horticulture works etc.
- (vii) Review detailed project schedule showing activity wise program with inter-dependencies, milestones and critical activities.
- (viii) Review contractor's resource mobilization plan including deployment of equipment, machinery, manpower, materials etc.
- (ix) Review quality assurance procedures submitted by the contractor for materials, workmanship and testing.
- (x) Any other consultancy services critical for implementation of the project.

The consultant shall ensure that the above submissions comply with the employer's requirements as specified in the contract agreement. This shall involve technical evaluation of the designs, drawings, material specifications, data sheets, construction methods, quality procedures etc. in line with relevant national & international standards and codes of practice. The consultant shall recommend any changes or modifications, if required, to meet the contractual obligations.

Procuring Organisation

## **ii. Administration of Contract**

The consultant shall assist the client in administering and monitoring the implementation of contract between the client and the contractor. This shall include, but not be limited to, the following responsibilities:

- (i) Hold a kick-off meeting with the contractor after award of work to discuss technical submissions, project schedule and other contractual obligations.
- (ii) Scrutinize work program submitted by the contractor showing activity schedules, milestones, resource deployment plan, monitoring methodologies etc. and recommend approval by client.
- (iii) Set up a project management information system (PMIS) or contract administration system to monitor physical and financial progress of work. Maintain records of measurements, running account bills, payments released, delays/extensions granted, variation orders issued etc. on the system.
- (iv) Conduct periodic review meetings (weekly/fortnightly etc. as required) with the contractor at site or in the consultant's office to review progress, sort out issues, provide technical guidance and give further instructions as needed for timely completion.
- (v) Coordinate with other stakeholders and service providers (electricity, water, telecom companies etc.) as required during project execution phase.
- (vi) Assist the client in obtaining necessary clearances and sanctions from local authorities and other statutory bodies.

## **iii. Construction Supervision**

The consultant shall appoint experienced engineering personnel from relevant disciplines at the project site for day-to-day supervision of construction works. The site staff shall continuously monitor the field activities and ensure compliance to specifications, drawings, method statements, quality standards through joint checks and inspections on materials and workmanship. This shall involve, but not be limited to, the following scope:

- (i) Set up field laboratory/office at site and deploy manpower prior to start of construction work.
- (ii) Verify layouts, levels, lines, slopes, dimensions etc. with respect to working drawings before commencement and during progress of work.
- (iii) Supervise earthwork excavation for foundations and backfilling. Check strata, bearing capacity through plate load test. Witness concrete cube tests for foundations.
- (iv) Supervise structural erection work including formwork, steel reinforcement, concreting, curing and striking of formwork. Review cube test results of concrete. Check cover to steel reinforcement.
- (v) Supervise masonry in filling walls, partition walls, parapets etc. with special focus on horizontality and verticality. Check quality of bricks, proportions of mortar, joint finishing, curing.
- (vi) Supervise exterior and interior plastering work including hacking of concrete surface, application of dubbing, curing. Check line, level, plumb, cracking, finishing.

- (vii) Supervise tile work including base preparation, laying, joint filling, curing, finishing. Check pattern, alignment and bonding.
- (viii) Supervise flooring work and false ceiling including base layer preparation, curing, joint treatment, level and finishing.
- (ix) Supervise installation and testing of plumbing, sanitation and drainage lines and fixtures. Check slope, bedding, jointing, disposal connections.
- (x) Supervise roadwork including sub-base preparation, WBM layers, premix carpeting, joint sealing, storm water drains. Check gradient, compaction, surface finish.
- (xi) Supervise horticulture work including earth filling, manuring, sapling planting, watering, maintenance during establishment period.
- (xii) Supervise installation of electric panels, conduits/raceways, wiring, lighting fixtures, earthing, lightning protection, connection to equipment. Check rating, size, layout as per drawings.
- (xiii) Supervise installation and testing of all facilities, machines, equipment and utilities specified in the contract.
- (xiv) Conduct stringent checks on quality of workmanship through supervisor's daily site instructions, joint measurement and recording in measurement books. Identify rework, if any, and ensure rectification promptly.
- (xv) Witness pre-commissioning, commissioning, initial operation and trial run of all installations as per standard procedures and ensure rectifications by contractor.
- (xvi) Ensure compliance with safety procedures in line with statutory requirements. Supervise deployment of safety equipment, barricading, signage. Conduct tool-box talks and safety trainings. Monitor incident/accident records and undertake preventive actions.
- (xvii) Supervise any specialised works like anti-termite treatment, waterproofing treatment etc. being carried out by contractor through approved specialist agencies and in accordance with technical specifications.
  
- (xviii) Supervise any maintenance, repairs, rectification work to be carried out by the contractor during the defect liability period and recommend issue of completion certificates.

#### **iv. Quality Assurance System**

The consultant shall put in place a rigorous quality assurance (QA) system comprising of the following elements:

- (i) Review the quality assurance plan submitted by the contractor for compliance assurance of technical specifications through inspections, sampling, testing, trials, surveillance etc. Recommend improvements, if any.
- (ii) Select samples from materials received at site randomly for testing at external laboratories accredited by NABL/approved by the client. Review test results for compliance to specifications; reject non-compliant materials.
- (iii) Insist on manufacturers test certificates for proprietary materials, pre-tested materials etc. Check certificates against approved makes/grades.

Procuring Organisation

- (iv) Witness mixing of mortar, concrete at site and take samples for cube tests at quality control lab established at site. Record results and instruct corrective actions in case of non-compliance to strength parameters.
- (v) Ensure strict adherence to BIS codes, international standards, technical specifications in terms of minimum quantity of cement, grade of steel, thickness, size, finish, strength etc.
- (vi) Check calibration status of equipment used by contractor for testing at site.
- (vii) Review the quality records maintained by the contractor with regard to daily site instructions, test results, defects rectification status, rework done etc.
- (viii) Conduct independent audit and quality surveillance checks to verify the operational effectiveness of the contractor's QA systems and procedures.

#### **v. Measurement and Payment Certification**

The consultant shall put in place a robust mechanism for recording measurements, validating contractor's bills and recommending payments as per the payment terms and schedule defined in the contract conditions. The key activities shall include:

- (i) Take joint measurements and countersign measurement books/bills prepared by the contractor for completed works/supplies as per the items and quantities in respective schedules of contract.
- (ii) Check measurements with executed quantities as per approved designs and drawings. Avoid wasteful measurements for works beyond approved scope.
- (iii) Raise debit/credit notes for any deviations, variations identified during verification of measurements and notify the contractor.
- (iv) Cross check contractor's bills with measurement books, work records, quality assurance documents, previous bills etc.
- (v) Work out reductions/recoveries if any from contractor's bills as per penalty clauses and liquidated damages for non-compliance, delays etc.
- (vi) Process bills after thorough checking and recommend release of payments to the contractor in the prescribed format as per the payment schedule indicated in contract terms.
- (vii) Maintain register of payments released against each work package/schedule indicating achievements against target milestones.
- (viii) Retain payment against defective works as security until contractor carries out the required rectifications.

#### **vi. Progress Monitoring and Reporting**

The consultant shall implement a structured progress monitoring and reporting system covering various aspects of project execution and contract management. The key activities shall involve:

- (i) Review contractor's initial baseline program showing detailed schedule of construction activities, interdependencies, milestones etc. Recommend changes if any, before approval by client.

- (ii) Set up a simple project dashboard with S-curve for tracking planned v/s actual progress on key parameters like physical and financial progress, manpower deployment, plant and machinery mobilization etc.
- (iii) Capture periodic progress data, updates, delays, change orders etc. and update the dashboard. Generate alerts for exceeded timelines, cost overruns etc. requiring intervention.
- (iv) Prepare daily site inspection/progress reports based on joint site visits and observations recorded by supervisory staff and recommend corrective actions if required.
- (v) Review site safety statistics including minor/major incidents, injuries, lost days etc. recorded by the contractor. Recommend suspension of unsafe works and strengthen safety procedures.
- (vi) Prepare weekly reports summarizing physical progress of each work package against scheduled tasks, targets, quantities; flag issues impacting progress for resolution.
- (vii) Prepare monthly progress reports covering physical progress, bill payments, expenses, variations approved, quality assurance results and overall compliance to contractual conditions.
- (viii) Highlight major delays, hindrances and recommendations for corrective measures in monthly reports. Seek client's approval on time extension or other claims raised by contractor.
- (ix) Raise alarm for potential time and/or cost overrun based on monthly projections and suggest steps to accelerate work.
- (x) Document details of any change orders, modifications and analyze their impact on costs. Quantify addition/reduction in contract value. Seek client's approval for revised budget.
- (xi) Prepare completion report after commissioning and testing of facilities containing summary of project execution, recommendations for release of retention money, handing over for trial operations etc.
- (xii) Prepare comprehensive final completion report highlighting contract administration procedures adopted, issues faced, lessons learnt, recommendations etc. for future projects.

#### **vii. Defects Liability Period**

During the defect liability period after completing of facilities, the consultant shall:

- (i) Undertake joint inspections with the contractor before expiry of defects liability period and record deficiencies observed, if any.
- (ii) Notify the contractor to rectify the deficiencies within specific timeframe and carry out fresh inspections until rectification is done.
- (iii) Evaluate root cause of recurring defects, if any; hold discussions with contractor and client for permanent remedial measures.
- (iv) Recommend release of performance securities of the contractor if all rectifications are completed satisfactorily.
- (v) Recommend issuance of completion certificate upon fulfilment of all contractual obligations by the contractor at the end of defects liability period.

Procuring Organisation

### **c. Standard Operating Procedures**

The consultant shall establish clear and comprehensive standard operating procedures (SOPs) for various supervision activities to ensure consistency in approach and output by the site team. The SOPs shall cover:

- (i) Procedure for review of technical submissions by the contractor including sequence of checks, formats for compliance statement, process for recommendation of approval by client etc.
- (ii) Format of daily inspection report detailing checks carried out, observations recorded, instructions issued to contractor etc. based on joint site visits by consultant's supervisors.
- (iii) Process for verification of levels, lines, layouts etc. before commencement of new items/activities with appropriate formats for recording measurements taken at site.
- (iv) Procedure for sampling of materials including random selection methodology, applicable standards, lab testing forms, process for rejection of non-compliant materials etc.
- (v) Formats for recording concrete cube test results with instructions for follow-up in case of unsatisfactory outcomes.
- (vi) Process for measurement of completed works including advance intimation to contractor, joint inspection, measurement recording format, authentication etc.
- (vii) Guidelines for checking contractor's interim payment certificates including measurement cross check, recoveries if any, certification format etc.
- (viii) Outline for preparing weekly and monthly progress reports along with prescribed formats/templates for monitoring dashboards.
- (ix) Procedure for site inspections during defects liability period and formats for notifying defects to the contractor.
- (x) Outline for preparing completion reports and format for issue of completion certificate at the end of defects liability period.
- (xi) File management procedures for measurement sheets, material test reports, site instructions, payment certificates, progress reports etc. including digitization, backups and retrieval.

The Team Leader shall be responsible for preparing SOP manuals clearly defining the supervision process to be followed by the site team. These shall be submitted within 1 month of mobilization for client's review and feedback. The SOPs shall be updated if needed based on practical experience during the assignment.

### **d. Construction Safety Management**

Construction safety shall be accorded top priority during project execution considering the scale of mobilization of manpower, machinery, hazardous equipment etc. at site. The consultant shall take the following measures:

- (i) Review the construction safety plan submitted by the contractor at the start of work covering organogram, procedures, equipment, PPE requirements, training plan etc. Recommend enhancements if required.
- (ii) Insist on adequate deployment of safety equipment/PPEs, barricading, signage/caution boards by the contractor at site. Supervise fencing around excavated pits, lifting tools, power distribution etc.
- (iii) Recommend work suspension in event of serious safety violations like non-adherence to approved method statement, inadequate tunnel supports, absence of scaffolding, fall protection arrangement etc.
- (iv) Conduct periodic safety inspections and record observations including unsafe practices, shortage of safety gear, inaccessible fire extinguishers etc. and issue instructions to the contractor for compliance.
- (v) Review incident investigation reports submitted by the contractor. Examine injury/accident data and recommend preventive actions through toolbox talks, revised work procedures, equipment maintenance etc.
- (vi) Monitor the mandatory safety trainings covering topics like working at heights, electrical safety, crane operations etc. being conducted by the contractor.
- (vii) Submit a monthly safety report to the client on inspections carried out, issues observed, incidents if any, recommended measures etc. highlighting critical concerns and policy updates required.
- (viii) Liaise with site safety officers of contractor to create increased hazard awareness through safety posters, warning signs, mock drills, incentive schemes etc. aimed at accident prevention.

#### **e. Technical Audits**

The consultant shall conduct periodic technical audits at site to assess the efficacy of the contractor's work procedures, equipment, record keeping, quality methods etc. This shall include:

- (i) Audit the materials storage and handling procedures followed by the contractor including stack height limits, covered sheds for cement etc., first-in first-out usage, avoidance of contamination etc. through a checklist.
- (ii) Check contractor's machinery and tools maintenance records, calibration certificates, oil leakage containment etc. to judge asset quality.
- (iii) Verify level of automation in concrete batching plant, earthwork measurement etc. and scope for accuracy improvement.
- (iv) Check contractor's material test registers, equipment log books, daily worksheets etc. for regular entries and follow-up action.
- (v) Assess the training levels of contractor's technical personnel through random interviews and recommendations for skill improvement/certification.
- (vi) Inspect safety practices like tying of harness at heights, rigging inspection, lifting gear records etc. followed by the workforce.
- (vii) Verify contractor's compliance to quality assurance procedures through examination of inspection checklists, feedback forms etc.
- (viii) Check status of previous audit observations through a follow-up report.

Procuring Organisation

The technical audits shall be undertaken on a quarterly basis and reports submitted to the client for review. These shall also cover recommendations on areas requiring management intervention by the contractor.

**f. Environmental and Social Safeguards**

The consultant shall supervise compliance to environmental and social safeguards prescribed in the contract such as:

- (i) Check adequacy of barricading to restrict dust emissions from construction zones affecting habitat areas/water bodies.
- (ii) Monitor compliance to permissible noise levels of construction equipment as per local regulations.
- (iii) Verify debris disposal procedures followed by contractor including segregation, reuse and safe disposal at designated area/landfill sites.
- (iv) Ensure avoidance of spillage of fuels, paints and chemicals used at site and contained removal of contaminated soil.
- (v) Supervise sprinkling of water for dust suppression and covering of construction material/spoil piles carried out by the contractor.
- (vi) Oversee site drainage arrangements made by the contractor for control of silt discharge into water bodies especially in monsoon months.
- (vii) Inspect plantation of trees, turfing/vegetation by the contractor in disturbed areas, avenues near dwellings etc.
- (viii) Verify sanitation and health facilities like drinking water, hygienic toilets, rest areas etc. provided at workers accommodation and construction zones.
- (ix) Ensure fair employment practices of the contractor through sample review of rolls, roster records etc.
- (x) Verify records of contractor with respect to compliance to labour laws, minimum wages, avoidance of child labour etc.

The consultant shall immediately notify deviations observed on the above to the client and the contractor along with recommendations for corrective action.

**g. Handover and Documentation**

The consultant shall undertake the following activities towards the last phase of construction supervision for formal handover and closure of contract:

- (i) Witness pre-commissioning tests of equipment, facilities carried out by the contractor as per standard technical procedures.
- (ii) Document successful initial operation of installations individually and integrated testing in totality.
- (iii) Issue provisional taking over certificate allowing commencement of trial run and operations upon satisfactory commissioning of works.

- (iv) Review operation and maintenance manuals, as built drawings, equipment warranties etc. submitted by the contractor for completeness.
- (v) Ensure all temporary works, surplus materials, construction debris etc. is removed by the contractor from the site.
- (vi) Assist the client in taking over inventory of equipment, tools, furnishings etc. being transferred for facility operation.
- (vii) Address deficiencies observed during the defects liability period and issue defect certificates.
- (viii) Recommend release of performance guarantees and retention money after satisfactory rectification of defects.
- (ix) Issue completion certificates upon fulfilment of contractual obligations and payments by the contractor.
- (x) Archive important construction records, as built drawings for future reference and maintenance purposes.
- (xi) Document the key challenges faced, solutions implemented, lessons learnt from the project execution for guidance of future projects through knowledge management.

#### F. Duration of Services and Team Requirement

- The total duration of the PMC consultancy shall be 48 months including:
  - Pre-Tendering and Procurement Phase - 3 months
  - Construction Phase – 30 months
  - Testing and Commissioning Phase – 3 months
  - Defect Liability Period – 12 months
- The consultant is expected to mobilize an experienced team of engineering and technical professionals for discharging the PMC responsibilities. The key personnel required are:

Sr. No.	Designation <i>[To be modified by TIA as per Project Requirements]</i>	Number <i>[To be modified by TIA as per Project Requirements]</i>	Broad Model Requirements <i>[To be modified by TIA as per Project Requirements]</i>	Man - Month
1.	Team Leader	1	A degree in civil engineering or construction management, relevant certifications, and 20 years of project management experience.	
2.	Deputy Team Leader (Resident Engineer)	1	He/She shall be B.Tech/B.E. in Civil Engineering with minimum 10 years of experience in site management	

Procuring Organisation

			and construction oversight. Their primary duties include providing technical guidance, overseeing design and construction activities, and conducting regular on-site inspections to uphold quality and safety standards.	
3.	Civil/Structural Engineers	3	They shall have relevant bachelor's and master's qualifications in civil/structural engineering with at least 10 years of site experience. They shall provide technical advice on civil works, review design and drawings, and undertake daily supervision and quality inspections.	
4.	Electrical Engineers	1	The engineer shall be B.Tech/B.E. in Electrical Engineering with minimum 10 years of experience in substation design, electrical installations, diesel generators, solar power etc. They shall inspect electrical works, undertake load testing, ensure safety standards etc.	
5.	Mechanical Engineers	1	The engineer shall be B.Tech/B.E. in Mechanical Engineering with expertise in HVAC systems, water supply networks, sewage treatment plants, pumps, motors, firefighting etc. gained through at least 10 years of relevant experience.	
6.	Instrumentation/Automation Expert	1	A degree in Instrumentation/Electronics is desired with experience in building management systems, access control and automation projects with minimum 07 years of experience.	
7.	Contracts Specialist	1	A degree in engineering with at least 10 years of experience in contract management and dispute resolution for construction projects.	

			Well versed in FIDIC and other standard contract documents.	
8.	Quantity Surveyor	2	B.Tech/B.E. in Civil Engineering with minimum 10 years of experience in estimation, rate analysis, billing, cost control and contract administration. Proficient in using relevant software tools.	
9.	Quality Control Engineer	1	B.Tech/B.E. in Civil Engineering with additional certifications in QA/QC. At least 10 years of experience in developing QA systems, material and workmanship inspection, audits and technical documentation.	
10.	Landscape Consultant	1	Degree in Architecture/Horticulture with demonstrated experience in landscape design for infrastructure projects and border areas.	
11.	Architect	1	B.Arch with at least 10 years of experience in planning and designing large commercial complexes. Aesthetics oriented to ensure visually appealing outcomes.	
12.	Environmental and Social Safeguards Expert	1	The expert shall have a post-graduate degree in Environmental Science/Planning/Engineering with at least 10 years of experience in managing environmental and social impacts of large infrastructure projects and be well-versed with national regulations and World Bank/ADB safeguards requirements.	

Support Staff – Draftsmen, surveyors, laboratory assistants, office attendants etc. shall be deployed as required. The above team shall be supported by appropriate administrative staff, data entry operators, office assistants etc. CVs of the key personnel shall be evaluated during technical proposal stage. Client's approval shall be taken before mobilization of any personnel at site. The Team Leader is expected to provide hands-on leadership for successful completion within timelines.

Procuring Organisation

**G. Deliverables**

The consultant shall submit reports, records, drawings, recommendations etc. to the client at regular intervals in discharge of the PMC responsibilities. The envisaged deliverables are:

- (v) An inception report giving the approach, methodology, work plan, manpower deployment schedule, reporting formats etc. within 2 weeks of mobilization at site.
- (vi) Monthly progress reports covering physical and financial progress analysis, delays and recommended corrective actions, progress photographs, quality assurance results etc.
- (vii) Weekly and periodic site inspection reports on observations, instructions, tests advised etc.
- (viii) Recommendations on contractor's claims for time extension, additional payments etc. as required.
- (ix) Change orders/variation orders, if any, with cost implications for client's approval.
- (x) Completion certificates and completion reports after commissioning of works and end of defect liability period.
- (xi) As built drawings and documents submitted by the contractor.
- (xii) Final completion report summarizing the method of contract administration, key challenges, recommendations etc.

**H. Data and Facilities to be made available by the Client:**

- (i) The Contractor will provide through the Works contract a site office space (only) during the construction period. All the equipment and furniture needed for carrying out the services shall be provided by the Consultant.
- (ii) The Client shall ensure that the Consultants can access to free of charge, the facilities, materials, and the project related documents to facilitate the Consultants to carry out their tasks. The following services and facilities will be provided by the Client without cost to the Consultants:
  - e) Data: The Client will provide the Consultants with unrestricted access to data, information, maps, drawings, and internal documents available and relevant to the consulting services. All reference material will be provided to the Consultants and shall be returned at the completion of the assignment or earlier, as may be requested.
  - f) Access to sites: The Client will ensure that the Consultants have access to the sites in the performance of their duties.
  - g) Counterpart staff at provincial levels to assist with project coordination, technical aspects (as needed).
  - h) Visa / Work permit facilitation.

## Section VI-A: List of Key Experts and Required Qualifications:

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

*Note for Consultants: Regarding this Section, Consultants must fill following forms:*

- d) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
- e) Annex to Form T-6: Key Expert Curriculum Vitae (CV)

The total estimated inputs of the Key Experts and their breakup is given below:

S no	Key position	Minimum Qualification / Training (general and relevant)	Professional expertise		Sector/ Area of experience desirable	Transfer of Knowledge (If relevant)	No. of Experts	Man-Months/ Unit	Total Man-months
			Total	in the sector/ area of experience					
1	2	3	4	5	6	7	8	9	10 = (8X9)
K-1	Team Leader								
K-2	[Position Title]								
K-3	[Position Title]								
Total estimated inputs of the Key Experts									

Procuring Organisation

## Section VII: Evaluation/ Scoring Criteria

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

*Note: The Evaluation Criteria may change depending upon the nature of the project. Below is the specimen Criteria as an illustration for guidance purpose only.*

Consultants must fill up the following Forms regarding this Section:

- a) Form T-2: Consultant's Organisation and Experience
- b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
- c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- d) Form T-5: Work Schedule and Planning for Deliverables
- e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
- f) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

### Evaluation/Scoring Criteria for DPR Consultants

#### 1. Technical Evaluation

The technical evaluation shall be based on the following criteria:

##### A. Firm's Experience - **15 marks**

- Experience in preparation of Detailed Project Reports/feasibility reports for border infrastructure projects such as .....related to sector of the project.... etc. - 10 marks
- Experience preparation of Detailed Project Reports/feasibility reports large infrastructure projects exceeding .....value of the project... in the last 10 years - 5 marks

##### B. Relevant Experience of Key Personnel - **65 marks**

- Team Leader (10 marks)
- Deputy Team Leader (Resident Engineer) (10 marks)
- Civil/Structural Engineers (8 marks)
- Electrical Engineer (8 marks)
- Mechanical Engineer (8 marks)
- Instrumentation/Automation Expert (7 marks)

- Architect (7 marks)
- Environmental and Social Safeguards Expert (7 marks)

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- i. General qualifications 20%
- ii. Adequacy for the assignment 70%
- iii. Experience in region and language 10%

**C. Approach and Methodology - 20 marks**

- Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference

**Minimum Technical Score Required to Pass:** 75 (Seventy-Five) marks to be eligible for opening of Financial Bid.

**2. Financial Evaluation**

- The financial proposal of only those consultants scoring above the minimum technical score will be opened.
- The consultant with the least evaluated cost will be invited for negotiations and shall be considered for award of the contract.

**Evaluation/Scoring Criteria for PMC Consultants**

**3. Technical Evaluation**

The technical evaluation shall be based on the following criteria:

**D. Firm's Experience - 15 marks**

- Experience in providing PMC/IE services for border infrastructure projects such as .....related to sector of the project.... etc. - 10 marks
- Experience in large infrastructure projects exceeding .....value of the project... in the last 10 years - 5 marks

**E. Relevant Experience of Key Personnel - 65 marks**

- Team Leader (10 marks)
- Deputy Team Leader (Resident Engineer) (10 marks)
- Civil/Structural Engineers (3 \* 5 = 15 marks)
- Electrical Engineer (1 \* 5 = 5 marks)

Procuring Organisation

- Mechanical Engineer (1 \* 5 = 5 marks)
- Contracts Specialist (5 marks)
- Quality Control Engineer (5 marks)
- Architect (5 marks)
- Environmental and Social Safeguards Expert (5 marks)

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- iv. General qualifications 20%
- v. Adequacy for the assignment 70%
- vi. Experience in region and language 10%

**F. Approach and Methodology - 20 marks**

- Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference

**Minimum Technical Score Required to Pass:** 75 (Seventy Five) marks to be eligible for opening of Financial Bid.

**4. Financial Evaluation**

- The financial proposal of only those consultants scoring above the minimum technical score will be opened.
- The consultant with the least evaluated cost will be invited for negotiations and shall be considered for award of the contract.

## **BIDDING FORMS**

## **Technical Proposal**

## Form T-1: Proposal Form (Covering Letter)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal, along with supporting documents, if any)

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

To

*[Mention name and complete address of the Procuring Entity]*

Ref: Your RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Form T-1A.

☐ We are submitting our Proposal without any Sub-consultants or JV.

Or

☐ We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with each Sub-consultant's full name and address.}

Or

☐ We are submitting our proposal as a joint venture with *{Insert a list with each member's full name and legal address and indicate the lead member}*. We have attached a copy of the following document signed by every participating member, which details the (likely) legal structure and the confirmation of joint and severable liability of the members of the said joint venture.

☐ our letter of intent to form a joint venture

☐ the JV agreement

2) Our Eligibility and Qualifications to participate

- a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest) and qualification criteria stipulated in the preceding prequalification process (mentioned in TIS) and as stated in ITC 3.1.2(b) of AITC, based on which we were prequalified for participation in this RFP process. We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs in the corresponding forms CON-1 / CON-2 / CON-3 / FIN-1 / FIN-2. .
- b) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.
- c) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any multilateral development bank (MDB), such as World Bank, Asian Development Bank, or any authority of GOI including India Exim Bank or the Borrowing Government. In case we are blacklisted/ debarred/sanctioned subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), we shall immediately inform the Procuring Entity and Exim Bank of such blacklisting/ debarment/sanction and reasons thereof and we note that this may lead to cancellation of the Proposal submitted by us and/or cancellation of the Contract, if awarded;
- d) In case, subsequent to the prequalification process (i.e. including, during selection process and Project implementation phase), if our account is classified as Non-Performing Asset (NPA) with any Bank/FI or our companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, we shall immediately inform the Procuring Entity and Exim Bank of the same along with reasons thereof and note that this may lead to cancellation of the Proposal submitted by us and/or cancellation of the Contract, if awarded.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Entity.
- f) We commit ourselves to observe the following principles during participation in the Procurement Process and during the contract execution.
  - a. We shall not, directly or through any other person or firm, offer, promise, or give to any of the employees of the Procuring Entity involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which we are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.
  - b. We shall not enter any undisclosed agreement or understanding with other Consultants, whether formal or informal regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of Proposals or any

other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.

c. We shall not commit any offence; further, we shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Procuring Entity as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

We shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

3) Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-5: Work Schedule and Planning of Deliverables and Form T-6: Team Composition, Assignment and Key Experts' Inputs'.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on the terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and
- (d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

- i) those prices; or
- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered.

- (e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5) We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

- ☐ No such commissions or gratuities or fees have been paid are to be paid by us to any third party

Or

☐ We have paid/ are due to pay the following commissions/ gratuities/ fees:

-----

*(indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)*

6) No change in the Key Experts

Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.

7) Affirmation of terms and conditions of the RFP Document:

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8) Bid Security: We have submitted the Bid Security as Earnest Money Deposit (EMD) for the amount of Rs. .... (Rupees.....) valid up to ..... in favour of ..... in the form of Payment online/ Bank Guarantee in Form T-9A, with reference number ..... dated ....., issued by ..... as per the RFP Documents.

9) Abiding by the Proposal's Validity

We agree to keep our Proposal valid for acceptance for a period up to -----, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10) Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the prequalification process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) A Binding Contract:

We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12) Performance Guarantee and Signing the contract

[107]

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the Procuring Entity has the right to avail of any or all punitive actions stipulated in the RFP Document.

13) Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14) Consultant's Authorized Signatory:

a) Full Name: \_\_\_\_\_

b) Designation: \_\_\_\_\_

c) Signing as:

- A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,
- A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.
- A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

15) Rights of the Procuring Entity to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Bidding Forms

## Form T-1A: Consultant's Commercial Information

*Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. In case of a JV, all members of JV shall fill in the form and enclose relevant documents.*

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

### 1) Consultant particulars:

- a) Name of the Consultant :.....
- b) Corporate Identity No. (CIN): .....
- c) Country of Registration: .....
- d) Place of Registration/ Principal place of business" .....
- e) Complete Postal Address: .....
- f) Pin code/ ZIP code: .....
- g) Telephone nos. (with country/ area codes): .....
- h) Mobile Nos.: (with country/ area codes): .....
- i) Contact persons/ Designation: .....
- j) Email IDs: .....

*Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm. All these documents should be Notarized.*

### 2) Taxation:

- a) PAN number: .....
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- c) GSTIN number: ..... in Consultant and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: .....

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

### 3) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- ☐ EPF
- ☐ ESI
- ☐ Labour Licence
- ☐ Any other required .....

### 4) Consultant's Authorized Representative Information

- a) Name:

- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address and seal of Consultant]

DA: As above

## **Consultants Qualification following Prequalification**

The Consultant shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding

- (a) Eligibility**
- (b) Pending Litigation**
- (c) Financial Situation**

For this purpose, the Bidder shall use the relevant forms included in this Section.

## Form CON-1/ CON-2/ CON-3

### Past Contract Non-Performance, Pending Litigation and Litigation History

*[Each of the following tables shall be filled in for the Consultant and for each member of a Joint Venture]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Information pertaining to: *[Insert name of JV Leader or JV Member/s]*

<b>Form CON-1</b> Non-Performed Contracts			
<input type="checkbox"/> Contract non-performance did not occur since ____ <i>(insert date)</i>			
<input type="checkbox"/> Contract(s) not performed since ____ <i>(insert date)</i>			
Year	Non-performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert financial year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, date, value and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount in USD equivalent and specify exchange rate and date]</i>

Form CON-2				
Pending Litigation				
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation as indicated below.				
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)	Amount of specific provision already made, if any
<i>[insert financial year]]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date, value and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Consultant"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>	<i>[insert amount in USD equivalent and specify exchange rate]</i>

<b>Form CON-3</b> Litigation History			
<input type="checkbox"/> No litigation since _____ <input type="checkbox"/> Litigation Awards as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert financial year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, date, value and any other identification]  Name of Employer: [insert full name]  Address of Employer: [insert street/city/country]  Matter in dispute: [indicate main issues in dispute]  Party who initiated the dispute: [indicate "Employer" or "Consultant"]  Result of dispute: [Indicate if resolution was treated by the Adjudicator, under Arbitration or dealt with by the Judiciary and whether resolved in favour or against the Consultant]	[insert amount in USD equivalent and specify exchange rate and date]

# Form FIN-1

## Financial Status and Capacity

*[The following table shall be filled in for the Consultant and for each member of a Joint Venture and shall be certified by the Statutory Auditors. Failure to comply with this requirement may result in rejection of the Proposal.]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Information pertaining to: *[Insert name of JV leader or JV member/s]*

### 1. Financial data

Type of Financial information in	Historic information for previous three (3) years, (amount in Indian Rupees)				
		Year 1	Year 2	Year 3	
<b>Sources of Fund</b>					
Share Holder's Fund					
Loan Fund					
<b>Application of Fund</b>					
Fixed Assets					
Investments					
Net Current Assets					
(i) Current assets, loans and advances					
Less: (ii) Current liabilities & provisions					
Misc. exp. to the extent not W/Off or adjusted					
Profit and Loss Account					
<b>Net Worth</b>					
Net Worth					

[115]

Information from Income Statement					
Income					
Expenditure					
Profit/(Loss) Before Tax (PBT)					
Profit/(Loss) After Tax (PAT)					
Information From Cash flow Statement					
Cash Flow from Operating Activities					
Cash Flow from Investments					
Cash Flow from Financing Activities					

Registration No/ Membership No:

Stamp (of the Statutory Auditors of the Applicant/each JV member)

Date:

Place:

UDIN:

### Financial documents

The Consultant and its parties shall provide copies of audited financial statements for last three years as defined in Part IV, Prequalification Criteria and Requirements, Sub-factor C.1. The financial statements shall:

- (a) reflect the financial situation of the Consultant or in case of JV, for each member and not of an affiliated entity (such as parent company or group member);
- (b) be independently audited or certified in accordance with local legislations;
- (c) be complete, including all notes to the financial statements;
- (d) correspond to accounting periods already completed and audited.

.. Attached are copies of financial statements<sup>2</sup> for the **three** years required above; and complying with the requirements.

---

<sup>2</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN-2

### Annual Consultancy Turnover

*[The following table shall be filled in for the Consultant and for each member of a Joint Venture and shall be certified by the Statutory Auditors. Failure to comply with this requirement may result in rejection of the Proposal]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Information pertaining to : *[Insert name of JV leader or JV member/s]*

Annual Consultancy Revenue Data							
Year	Consultancy Revenue Amount (INR)			Total Revenue #	Total Consultancy Revenue as % of Total Revenue	Exchange Rate* (v/s USD)	Consultancy Revenue in USD equi.
	By Contracts in India	By Overseas Contracts	Total				
	[A]	[B]	C = [A+B]				
Year 1							
Year 2							
Year 3							

\* Exchange rate prevalent on 31<sup>st</sup> March shall be used to calculate revenue for respective financial year

# Total Consultancy Revenue would include revenues from all consultancy contracts including PMC contracts.

Registration No/ Membership No:

Stamp (of the Statutory Auditors of the Applicant/each JV member)

Date:

Place:

UDIN:

[117]

## Form T-2: Consultant's Organisation and Experience

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

(Along with supporting documents, if any)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Form-2: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub-consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

### A - Consultant's Organization

---

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

### B - Consultant's Experience

---

1. List only previous similar assignments completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or Sub-consultants - but can be claimed in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Procuring Entity.
3. You can devise your own format, but the suggested information is as follows

Bidding Forms

*Assignment name; Procuring Entity Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:*

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant ]

DA: As above

## **Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity**

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

*Form T-3: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment.*

*Specifically mention where your proposal deviates from Section VI: Terms of Reference (TOR).*

### **A - ON THE TERMS OF REFERENCE**

*Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Consultants must maintain the same numbering and structure as in Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications.*

### **B - ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS**

*{Comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, etc., if any}*

## **Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference**

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

Form T-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

### **A) Technical Approach and Methodology**

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

### **B) Work Plan.**

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-5: 'Work Schedule and Planning of Deliverables'.}

**C) Organization and Staffing.**

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff. The Organization and staffing should be consistent with Form T-6: 'Team Composition, Assignment, and Key Experts' Inputs.}

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[name, address, and seal of Consultant ]

DA: Relevant documents like technical data, literature, drawings, and other documents

## Form T-5: Work Schedule and Planning for Deliverables<sup>3</sup>

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables <sup>4</sup> (D-n)	• Months/ Quarters <sup>5</sup>
----	---------------------------------	---------------------------------

<sup>3</sup> NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

<sup>4</sup> List the deliverables with the breakdown for activities required to produce them and other milestones such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

<sup>5</sup> Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	{e.g., Deliverable #1: Interim Report}													
	1) data collection													
	2) drafting and submission of a draft report													
	3) Meeting to discuss the draft													
	3) incorporating comments from Procuring Entity													
	4) delivery of the final report to Procuring Entity}													
D-2	{e.g., Deliverable #2: Interim Report}													
D-3	Specific Reports													
D-Final	Final Report													

## Form T-6: Team Composition, Assignment, and Key Experts' Inputs

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

*Note to Consultants: RFP indicates key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal.*

N°	Expert's Name	Expert's Country	Expert's input (in person-months <sup>6</sup> ) per each Deliverable (listed in Form T-5)												Total time-input (in Months)		
			Position	Location <sup>7</sup>	D-1		D-2		D-3	.....		D-n			Home	Field	Total

<sup>6</sup> Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

<sup>7</sup> "Home" means work carried out in the zone of expert's declared place of residence. "Field" means work carried out at a place outside the zone of expert's declared place of residence.

[125]

Form T-6: Team Composition, Assignment, and Key Experts' Inputs

KEY EXPERTS <sup>8</sup>															
K-1			[Team Leader]	[Home]	[2 months]	[1.0]	[1.0]								
				[Field]	[0.5 m]	[2.5]	[0]								
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1				[Home]											
				[Field]											
N-2															
n															
											Subtotal				

<sup>8</sup> For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.

## Procurement of Consultancy Services

				Total			
--	--	--	--	-------	--	--	--

## Annex to Form T-6: Key Expert's Curriculum Vitae (CV)

(For all Key Experts separately)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education and Training:** {List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed and relevance to the Assignment
[e.g., May 2021-present]	[e.g., Ministry of ....., adviser/consultant to...  For references: Tel...../e-mail.....; Mr Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks as in FORM T-5 in which the Expert shall be involved}</i>	

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

{day/month/year}

---

Name of Expert

Signature

Date

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[name, address, and seal of Consultant ]

DA: As above, if any

## Form T-7: Terms and Conditions - Compliance

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

*Note to Consultants: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.*

Sl. No.	Ref of RFP Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

.....

[name, address, and seal of Consultant ]

DA: If any, at the option of the Consultant.

## Form T-8: Checklist for Consultants

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name \_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

*Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.*

Sr No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)	
2.	Form T-1A: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.	
3.	Form CON-1: Past Contract Non-Performance	
4.	Form CON-2: Pending Litigation	
5.	Form CON-3: Litigation History	
6.	Form FIN-1: Financial Status and Capacity	
7.	Form FIN-2: Annual Consultancy Turnover	
8.	Form T-2: Consultant's Organisation and Experience	
9.	Form T-3: Comments and Suggestions on Terms of Reference...	
10.	Form T-4: Description of Approach, Methodology and Work Plan...	
11.	Form T-5: Work Schedule and Planning of Deliverables	
12.	Form T-6: Team Composition, Assignment and Key Experts' Inputs. Annex containing all CVs	
13.	Form T-7: Terms and Conditions - Compliance	
14.	Form T-8: This Checklist – was ticked appropriately	
15.	Form T-9A: Bank Guarantee Format for Earnest Money Deposit	
16.	Form F-1: Financial Proposal Submission Form	
17.	Form F-2 : Summary of Costs	

Sr No.	Documents submitted, duly filled, signed	Yes/ No/ NA
18.	Form F-3 : Breakdown of Remuneration, including Attachment A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method	
19.	Form F-4 : Reimbursable expenses	
20.	Any other requirements, if stipulated in TIS/ AITC; or if considered relevant by the Consultant	

## Form T-9: Bank Guarantee Format for Earnest Money Deposit

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

**Beneficiary:** \_\_\_\_\_

**RFP No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Proposal (hereinafter called "the Proposal") for the execution of \_\_\_\_\_ under Request for Proposal No. \_\_\_\_\_ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, proposals must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Proposal during the period of bid validity set forth in the Applicant's Proposal Form ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed or refused to (a) furnish the performance security and/or (b) accept the arithmetical correction of its Bid, in accordance with the Instructions to Consultants ("ITC") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

Bidding Forms

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*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## **Financial Proposal Formats**

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**FORM F-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Mention name and complete address of the Procuring Entity]*

Ref: Your RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of USD *{Insert amount(s) in words and figures}*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC Clause 8.3.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Designation of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM F-2 SUMMARY OF COSTS**

<i>Item</i>	<b>Cost</b>			
	{Consultant must state the proposed Costs in accordance with ITC Clause 5.1.4}			
	Indian Content US Dollars	Borrower Country Content US Dollars	Third Country Content US Dollars	Total US Dollars
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form F-1}				
Percentage	____%	____%	____%	100%

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 5.1.4).**

### FORM F-3 BREAKDOWN OF REMUNERATION

A. Remuneration _____								
No.	Name	Position (as in Section VI-A)	Person-month Remuneration Rate	Time Input in Person/Month (from Section VI-A)	Indian Content US Dollars	Borrower Country Content US Dollars	Third Country Content US Dollars	Total US Dollars
	<b>Key Experts</b>							
K-1			[Home]					
			[Field]					
K-2								
	<b>Non-Key Experts</b>							

Bidding Forms

Financial Proposal – Standard Forms

N-1			[Home]					
N-2			[Field]					
	Total Costs							

### FORM F-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Indian Content US Dollars	Borrower Country Content US Dollars	Third Country Content US Dollars	Total US Dollars
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Formats

## **FORMATS**

## Format 1: Contract Form

(Ref ITC-clause 13)

*[Mention name and complete address of the Procuring Entity]*

Contract No..... dated.....

To

Consultant [Write Name]

[Complete address of the Consultant]

**Subject:** -----

**Ref:** 1. *This office's Letter of Award No..... dated .....*

2. *This office RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the RFP Document')*

3. *Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated ..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

*Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as those assigned in the General Condition of Contract enclosed.*

2) The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of the Contract;
- b) The Special Conditions of the Contract;
- c) Appendices:
  - i) Appendix A: Terms of Reference
  - ii) Appendix B: Key Experts
  - iii) Appendix C: Remuneration Cost Estimates
  - iv) Appendix D: Reimbursable Cost Estimates
  - v) Appendix E-1: Bank Guarantee Format for Performance Security
  - vi) Appendix E-2: Bank Guarantee Format for Advance Payments
  - vii) *[insert any other relevant documents such as minutes of contract negotiations, minutes of pre-bid meetings, addenda to bid document, etc.]*

Formats

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In the event of any inconsistency between the documents, the following order of precedence shall prevail: this Contract Form; the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E-1; and Appendix E-2. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 3) The mutual rights and obligations of the Procuring Entity and the Consultant shall be as outlined in the Contract, in particular:
- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of the Procuring Entity

Received and accepted this Contract .....

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant. For a joint venture, either all members shall sign or only the lead member, in which case a power of attorney to sign on behalf of all members shall be attached.)

For and on behalf of .....

(Name and address of the Consultant)

.....

(Seal of the Consultant) Place: \_\_\_\_\_ Date:

## Appendix A: Description of Services

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

*[This Appendix shall include the final Terms of Reference (TORs), Approach, Methodology and Work Schedule and Planning of Deliverables, worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks that require prior approval by the Procuring Entity.]*

### 1. Terms of Reference

*Insert the text based on Section VI (Terms of Reference) of the RFP and modify it based on Forms T-1 through Form T-7 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]*

Procuring Organisation

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## **2. Approach and Methodology**

*Insert the text based on Form T-4 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.*

### **3. Work Schedule and Planning for Deliverables**

*Insert the text based on Form T-5 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.*

Procuring Organisation

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## Appendix B: Key Experts

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

*[Insert a table based on Form T-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in the Procuring Entity that may affect Consultant's work; etc. Make sure there is consistency with Form T-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

## **Appendix C – Remuneration Cost Estimates**

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Consultant's Name \_\_\_\_\_

Procuring Organisation

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## **Appendix D – Reimbursable Expenses Cost Estimates**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]*

## Appendix E-1: Bank Guarantee Format for Performance Security

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

### Demand Guarantee

\_\_\_\_\_  
**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [*name of Consultant or a name of the Joint Venture, same as appears on the signed Contract*] (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ [*insert date*] \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of USD \_\_\_\_\_ (US Dollars \_\_\_\_\_),<sup>9</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>10</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_  
<sup>9</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Award, less provisional sums, if any, and denominated in the US Dollars.*

<sup>10</sup> *Insert the date sixty days after the expected completion date as described in **GC Clause 5.8**. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing*

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This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

[153]

## Appendix E-2: Bank Guarantee Format for Advance Payment

(Ref GCC-clause 10.5.2)

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of USD \_\_\_\_\_ *[insert amount in figures]* (US Dollars \_\_\_\_\_) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of USD \_\_\_\_\_ *[amount in figures]* (US Dollars \_\_\_\_\_) *[amount in words]*<sup>11</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the

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<sup>11</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated US Dollars, as specified in the Contract.

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amount of the advance payment, or on the \_\_\_ day of *[month]*\_\_\_\_\_, *[year]*\_\_\_\_,<sup>12</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

---

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>12</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Format 2: Authorization to Attend Pre-Proposal Conference

(Refer to ITC-clause 7)

(on Company Official Letter Head)

Consultant's Name\_\_\_\_\_

[Address and Contact Details]

Consultant's Reference No. \_\_\_\_\_ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Subject: Authorization to attend Pre-Proposal Conference on \_\_\_\_\_ (date).

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of \_\_\_\_\_

(Consultant) in the order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.
2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant

or

The officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[name & address of Consultant and seal of company]

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**Procuring Organisation**

**RFP Document**

**Tender Reference Number: RFP No./ xxxx**

**For Procurement of**

**Consultancy Services**